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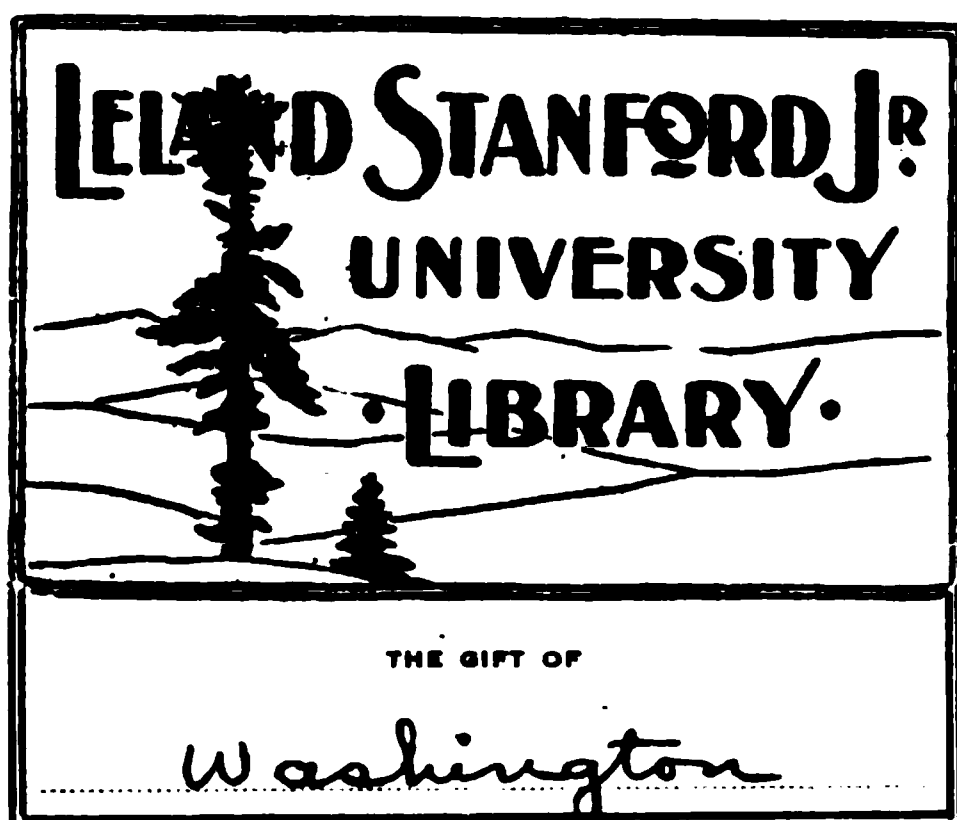
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Washington (State) Public Service Commission

STATE OF WASHINGTON

Fifth Annual Report

OF THE

Public Service Commission OF WASHINGTON

TO

THE GOVERNOR

State of Washington

COVERING THE PERIOD FROM
DECEMBER 1, 1914, TO NOVEMBER 30, 1915

OLYMPIA, WASH.
FRANK M. LAMBORN  PUBLIC PRINTER
1916

**THE PUBLIC SERVICE COMMISSION
OF WASHINGTON.**

C. A. REYNOLDS, Chairman.

**ARTHUR A. LEWIS, FRANK R. SPINNING,
Commissioners.**

J. H. BROWN, Secretary.

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LETTER OF TRANSMITTAL.

To His Excellency, Ernest Lister, Governor of Washington:

SIR: Pursuant to the requirements of the Public Service act, the Public Service Commission of Washington has the honor herewith to submit the Fifth Annual Report of the Commission covering the twelve months ending November 30, 1915.

Very respectfully,

C. A. REYNOLDS, Chairman,

ARTHUR A. LEWIS,

FRANK R. SPINNING,

Commissioners.

J. H. BROWN, *Secretary.*

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING STEAM
RAILWAY COMPANIES.**

BEFORE THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

No. 15.

**RAILWAY COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTH-
ERN RAILWAY COMPANY, *Defendant*.**

On July 13, 1908, the Commission entered an order in the above entitled proceeding, requiring the defendant to construct standard station facilities, including depot, at the station of Irby, and maintain an agent thereat.

At that time the tracks of the Great Northern constituted the only railway facilities available for carrying farm products of a strip of farming territory situated approximately five miles southerly along the line of the Great Northern Railway between the stations of Odessa and Krupp.

The Public Service Commission of Washington held a hearing April 5, 1915, at Irby, on petition of the Great Northern for an amendment of the original order. At this later hearing the testimony developed that since the earlier order a competing line has been constructed which practically parallels that portion of the Great Northern line located between Irby and Downs, which is located approximately nine miles south of the Great Northern Railway. The district immediately adjacent to Irby, lying south of the Great Northern Railway, and extending approximately five miles from the railway, is sparsely settled and embraces a comparatively small area of tillable land, while lying between this strip and the competing line is a considerable area of tillable land which until the completion of the competing line referred to contributed largely to the business of the Great Northern Railway at Irby.

The total earnings from Irby Station in 1908 were \$58,406. The earnings steadily decreased and in the year ending June 30, 1914, the earnings for freight forwarded amounted to but \$10,000, and for freight received approximately \$973. The receipts from passenger business at that station have run from \$820 to about \$960 per year during the period in which an agent has been maintained at Irby, with the exception of two years. During the twelve months ending March 31, 1915, the revenue received from package freight, that is less than car lots, amounts to \$1,134, and the total freight earnings at that station during the fiscal year ending March 31, 1915, amount to \$2,625.

The cost of maintaining an agent at stations similar to Irby averages about \$100 per month, or approximately \$1,200 per annum.

To require the maintenance of an agent at Irby would entail an expense which would consume all of the earnings received from less than carload lot business except about \$290 per annum, using the figures for the fiscal year ending March 31, 1915, as a basis. So far as public convenience is concerned the maintenance of an agent at a station is required principally for handling less than carload shipments, and for the convenience and comfort of passengers arriving at and departing from the station. Carload shipments may be handled without undue inconvenience to the public without the maintenance of an agent at the station. To require the maintenance of an agent at Irby under existing conditions would require the railway company to expend approximately 50 per cent. of the total receipts from less than carload business and passenger business transacted at said station. An order requiring the maintenance of an agent under these conditions would be unreasonable and could not be enforced.

By order dated June 10, 1915, the Commission granted the petition of the Great Northern for permission to dispense with the services of an agent at Irby, upon condition that a caretaker be maintained to keep the passenger station open thirty minutes before arrival of trains which stop at Irby, maintain the waiting room in a cleanly and orderly condition and maintain a fire in the waiting room on cold days, also place package freight inside the freight warehouse when such freight is not removed before nightfall, or in case of rain or storm, and act as custodian of the freight warehouse.

No. 23.

RAILWAY COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Following hearing and investigation the Railway Commission of Washington on July 26, 1909, ordered defendant company to install and maintain station at Startup. April 10, 1915, defendant filed petition praying for permission to dispense with the services of the agent at said station, alleging that the revenues from passenger, freight and express destined to and from said station had decreased to the point at which the expense of maintaining an agent was not justified. May 26, 1915, hearing was had at which proof was adduced that the total revenue of said station at that time amounted to about \$5,281 per annum, while the expense of maintaining the agency was approximately \$1,200 a year.

Order issued August 16, 1915, authorizing the Great Northern to discontinue the services of the agent at Startup and that in lieu of such agency defendant provide a suitable caretaker for the station of Startup, which may be accomplished by arranging with some local responsible person, conveniently located, to take charge of the keys for the depot and so arrange that shippers delivering or receiving freight

to or from said depot may have convenient access thereto and that the freight room may be under lock and key at all times when the freight is stored therein, it being understood that the defendant will arrange for handling express so that express matter may be delivered to the express agent at the train and receipts obtained therefor, and that consignees of express may secure same from express messengers by meeting trains at said station.

No. 1544.

ROSLYN CASCADE COAL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*, TACOMA GAS COMPANY, EAST CREEK COAL COMPANY, THE CARBON HILL COAL COMPANY, CARBON CLAY & COAL COMPANY, AMERICAN COAL COMPANY, ISSAQUAH SUPERIOR COAL COMPANY, POCOHONTUS COAL & COKE COMPANY, CENTRAL COAL COMPANY, NATIONAL COAL COMPANY, HYDE COAL COMPANY, and BULLOCK COAL COMPANY, *Intervenors*.

Subsequent to the entry of the original findings, conclusions and order and supplemental order in this cause (reported at length in the Fourth Annual Report of this Commission), the Northern Pacific Railway Company sued out a writ of review. Upon hearing the Superior Court of Thurston County affirmed the Commission's orders, and the Northern Pacific Railway Company appealed to the Supreme Court.

April 15, 1915, a petition for rehearing before the Commission was filed by the defendant. This recited that to avoid delay and expense the parties interested had entered into an agreement on a schedule of rates, in the main conforming to the Commission's order, and petitioned that the Commission set aside its original order and make effective these agreed rates. Following the hearing, the Commission, on April 30, 1915, entered an order setting aside its original order, and directing the Northern Pacific to publish without notice, effective immediately upon publication, the schedule of rates agreed to, and finding rates and charges so far as they exceeded the rates thereby established as excessive. The Commission ordered further that the defendant make refund to those entitled thereto for shipments made since the effective date of the original order herein (September 16, 1916), now set aside, until the published and effective date of the tariff herein approved (May 5, 1915), upon the basis of the rates established by this order.

No. 1549.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON RELATION OF H. SCHLAEFER WAREHOUSE COMPANY, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Defendant*.

Original complaint was filed September 3, 1913. Hearing was had September 18, 1913, at Rosalia. Complainant is engaged in buying

and selling grain and warehousing at Rosalia. January 17, 1913, defendant's station agent at Revere received and accepted a written order for complainant for four box cars for loading grain at Castleton, Washington, a station on said railway line, for points on Puget Sound. None of said cars were furnished until January 31, 1913, when defendant furnished two cars. February 5, 1913, one car was furnished under said order, and the fourth car was not furnished until February 7, 1913.

January 22, 1913, defendant's said agent received and accepted an order from complainant for three box cars to be loaded at Castleton with grain for points on defendant's railway line on Puget Sound.

Long prior to January 17, 1913, the Public Service Commission promulgated and issued, and made effective, reciprocal demurrage rules. Defendant alleged that it had been engaged in operating its main line and branches from Aberdeen, South Dakota, to Pacific Coast points in Washington during only three years preceding the time when said cars were ordered, and on account of the extent and rapid development of the territory contiguous it had always during the period of said operation been unable to fully supply the demands of its patrons for cars; that during the months of September, October, November and December, 1912, and January, 1913, the eastbound movement of lumber products greatly exceeded the westbound movement of freight, and on account of such eastbound shipments being destined to points in the south, central and middle states, it was impossible to fully supply the demands of its patrons in the states of North and South Dakota, Montana, Idaho and Washington; that during said month of January, 1913, the shortage of cars for loading on the Tacoma Eastern and Coast Division of the defendant company was far in excess of the shortage of cars on the Columbia Division, on which division said stations of Revere and Castleton were located; that immediately upon receipt of the application for cars mentioned, defendant endeavored to supply such cars within six days, as provided by Rule No. 3 of the Reciprocal Demurrage Rules of the Public Service Commission of Washington and that defendant used every and all reasonable efforts to supply such cars, but that by reason of the matters and things stated, it was wholly, excusably and unavoidably unable to supply the cars as ordered, within six days from the date of application. The Commission finds that defendant's said railway line at the time of construction thereof, traversed localities which were in the immediate vicinity of the defendant's railway line, practically undeveloped, but were situated adjacent to well developed localities and communities which had been served and developed by other railway lines, that the territory contiguous to defendant's main line and branches rapidly developed after the construction of such main line and branches and that because of the fact that the localities through which defendant's main line and branches were constructed were practically undeveloped at the time of such construction but were situated adjacent to well developed communities, such rapid development of the territory contiguous to defendant's main line

and branches was the natural result of the construction of said main line and branches and such rapid development should have been anticipated by the defendant and it should have therefore furnished sufficient equipment to enable it to promptly receive, transport and deliver property offered it for that purpose. That at the time defendant received and accepted complainant's order for the cars hereinbefore mentioned, defendant knew of the development which had taken place contiguous to its main line and branches, knew that during the period of operation of its main line and branches it had been unable to fully supply the demands of its patrons for cars, knew that during the months of September, October, November and December, 1912, and January, 1913, the east movement of lumber products had greatly exceeded the westbound movement of freight and knew of the destination of such east bound shipments and having accepted such orders for cars, with full knowledge of such conditions, defendant is not excused from furnishing such cars.

The Commission finds and concludes:

I.

That the defendant is liable to the complainant in the sum of one dollar per car per day or fraction thereof for each and every day it failed to furnish any car or cars called for by said orders or applications in excess of the time allowed by said Reciprocal Demurrage Rules to furnish such cars, that is to say:

For 2 cars, ordered January 17, furnished January 31, 1914, 14 days at \$1.....	\$14 00
For 1 car, ordered January 17th, furnished February 5, 12 days at \$1	12 00
For 1 car, ordered January 17th, furnished February 7, 14 days at \$1	14 00
For 3 cars, ordered January 22, furnished February 7, 27 days at \$1 (for one car).....	27 00
Total.....	\$67 00

II.

The defenses relied upon by defendant relate to the power of the Commission to promulgate reciprocal demurrage rules and provide penalties for failure to observe same, and to the jurisdiction of the Commission to determine controversies arising or growing out of such rules. The Commission understands that its order in this proceeding will be brought before the court for review, which course the Commission believes should be followed in order that the question involved may be finally determined.

WHEREFORE, IT IS ORDERED, That the defendant pay to complainant H. Schlaefel Warehouse Company the sum of sixty-seven (\$67.00) dollars with interest on fourteen (\$14.00) dollars from January 31, 1913;

on twelve (\$12.00) dollars from February 5, 1913; on forty-one (\$41.00) dollars from February 7, 1913, until paid.

May 21, 1915, writ of review was sued out by the company in the Superior Court of Thurston County, and on May 28, 1915, an order suspending proceedings was issued by Superior Judge Wright.

No. 1557.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON RELATION OF JOHN J. CANNON, MAYOR OF TUMWATER, *Complainant*, v. PORT TOWNSEND SOUTHERN RAILWAY COMPANY, *Defendant*.

Original complaint was filed August 19, 1913, regarding station facilities at Tumwater. The complaint was taken up verbally with the officials of the company, and the town authorities, and improvements were made to the satisfaction of the complainant. December 30, 1914, order of dismissal was entered.

No. 1606.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF PACIFIC NATIONAL LUMBER COMPANY, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY AND TACOMA EASTERN RAILWAY COMPANY, *Defendants*.

Complaint alleged overcharge on lumber shipments during the years 1910, 1911 and 1912. Hearing was held and testimony taken.

February 9, 1915, Commission made findings and order as follows:

STATEMENT.

The undisputed facts in this complaint are as follows:

I.

The complainant is a Washington corporation engaged in the logging business and manufacturing and shipping lumber and other various products, with a mill located at National in the State of Washington.

II.

The defendant, Chicago, Milwaukee & St. Paul Railway Company is a Wisconsin corporation and a common carrier engaged in business in the State of Washington.

III.

The defendant, Tacoma Eastern Railroad Company, is a Washington corporation and a common carrier.

IV.

National is a station on the Tacoma Eastern Railroad.

V.

The Chicago, Milwaukee & Puget Sound Railway Company was a corporation of the state of Wisconsin doing business in the State of

Washington as a common carrier, and on or about January 1, 1913, sold, assigned, transferred, set over and conveyed to the defendant, Chicago, Milwaukee & St. Paul Railway Company, all of its assets and franchises and properties of every nature and description theretofore owned by it, the Chicago, Milwaukee & Puget Sound Railway Company, and thereupon the said defendant, Chicago, Milwaukee & St. Paul Railway Company, assumed and became chargeable with all of the liabilities and indebtedness of the Chicago, Milwaukee & Puget Sound Railway Company.

VI.

The complainant during the years 1910, 1911 and 1912 made various shipments of lumber and other products from National over the lines of the defendant companies, which shipments are set forth in a list hereto attached and made a part of this finding, which list is marked "Exhibit A," and the charges as set forth in said list were made by the defendant companies and paid by the complainant.

VII.

The complainant charges that what is termed in the said Exhibit A as "switching charges" violate the tariffs of the defendants.

VIII.

The defendant, Chicago, Milwaukee & St. Paul Railway Company, has not and never has had, and neither did its predecessor have, a railway line extending from National to Tacoma.

IX.

The distance between National, Washington, and Tacoma, Washington, is 53.1 miles.

The matter came on for hearing before the Commission at Tacoma, Washington, August 26, 1914, at 9:30 a. m., there being present Commissioners Arthur A. Lewis and Frank R. Spinning; the plaintiff was represented by Gordon and Easterday, its attorneys; the defendant was represented by F. M. Barkwill, its attorney. Witnesses were produced for and on behalf of both parties and the matter submitted for the consideration of the Commission.

The Commission having heard the testimony and argument of counsel and being fully advised in the premises, now finds:

FINDINGS.

I.

That the Tacoma Eastern Railroad Company issued a tariff, 103 GFD, WRC 37, effective on state business October 25, 1907, which tariff names a rate of 4c per cwt. on lumber and other forest products mentioned in the tariff for distances over 35 miles and not over 55 miles;

II.

That effective March 27, 1911, the Tacoma Eastern Railroad Company, by supplement No. 1 to tariff No. 103 above referred to, cancelled the rates and charges named in said tariff;

III.

That on and after said date of March 27, 1911, the rates theretofore carried in said tariff No. 103 of the Tacoma Eastern Railroad Company would be found in Chicago, Milwaukee & Puget Sound Railway Company's joint tariffs No. PCL 1-D and PCL 454-A;

IV.

That the Chicago, Milwaukee & Puget Sound Railway Company's joint tariff PCL 1-D is a local and joint distance tariff naming rates on class and commodities between all stations on the line of the Chicago, Milwaukee & Puget Sound Railway and the Tacoma Eastern Railroad, and other railroads named in the tariff;

V.

That after said date of March 27, 1911, the rates covered by *distance tariffs* are taken care of by said tariff PCL 1-4;

VI.

That the Chicago, Milwaukee & Puget Sound Railway Company's joint tariff PCL No. 454-A, which is a local and joint freight tariff applying on lumber and shingles in carload lots, and other articles enumerated in the tariff, which tariff became effective March 27, 1911, and is concurred in by the Tacoma Eastern Railroad, is a joint tariff with the Chicago, Milwaukee & Puget Sound Railway, names a rate on lumber in carload lots between Tacoma and National, Washington, of 4c per cwt.;

VII.

That effective June 16, 1911, Chicago, Milwaukee & Puget Sound Railway Company's joint tariff PCL 454-A, was cancelled by Chicago, Milwaukee & Puget Sound Railway Company's joint tariff PCL 454-B;

VIII.

That such joint tariff 454-B is supplement No. 1 to Chicago, Milwaukee & Puget Sound Railway Company's tariff PCL 454-A, and that tariff 454-B carried the notation that,—“For rates on and after above date (June 16, 1911) see CM & PS joint tariff PCL 122-C, supplements thereto and re-issues thereof, for rates heretofore carried in 454-A”;

IX.

That Chicago, Milwaukee & Puget Sound Railway Company's joint tariff PCL 122-C, referred to in tariff PCL 454-B, is a local and joint freight tariff naming rates on lumber and shingles in carload lots between points enumerated in such tariff:

X.

That among the other railroads concurring in such joint rate is named the Tacoma Eastern Railroad as a joint carrier with the Chicago, Milwaukee & Puget Sound Railway;

XI.

That such tariff names a rate of 4c per cwt. on lumber in carload lots between National, Washington, and Tacoma, Washington;

XII.

That such rate is a joint rate published by the Chicago, Milwaukee & Puget Sound Railway Company and concurred in by the Tacoma Eastern Railroad Company;

XIII.

That the only service that could be performed by the Chicago, Milwaukee & Puget Sound Railway Company in connection with the joint rate between National and Tacoma, Washington, would be a service within the limits of the territory designated as Tacoma;

XIV.

That the switching charge of \$2.50 per car as set forth in Exhibit A hereto attached and made a part of this finding, is in excess of the tariff rates of the said defendants and is excessive and exorbitant to that extent; that the total amount of excess charges made by the defendants subsequent to June 5, 1911, amount to the sum of \$615.

ORDER.

IT IS THEREFORE HEREBY ORDERED That the defendants pay to the complainant the amount of such overcharge, to-wit: the sum of \$615, with interest at the rate of six per cent. per annum from the date of collection thereof as appears by the said Exhibit A hereto attached and made a part hereof.

Petition for rehearing was made by defendant company and submitted upon briefs and affidavit. July 10, 1915, Commission entered an order denying the petition.

No. 1678.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE WENATCHEE COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, A CORPORATION, NORTHERN PACIFIC RAILWAY COMPANY, A CORPORATION, COLUMBIA & PUGET SOUND RAILWAY COMPANY, A CORPORATION, *Defendants*.

Complaint charging that the tariffs on coal and fuel oil to Wenatchee are unreasonably discriminatory. Pending.

No. 1751.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Order was entered by the Commission August 5, 1914, providing for station facilities at Chelan Falls. Great Northern petitioned for modification of the original order. Pending.

No. 1772.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON RELATION OF JOHN DEERE PLOW COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint was filed September 3, 1914, attacking the filing of a tariff making change of class rates on stationary engines. By orders of the Commission, September 3, 1914, December 14, 1914, and February 11, 1915, the taking effect of the tariff was suspended. Pending.

No. 1784.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF A. B. HUGHES, *Complainant*, v. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, A CORPORATION, *Defendant*.

Complaint filed September 15, 1914, challenging rate on logs Washington Lumber & Shingle Company's spur, to Tono. April 13, 1915, complaint withdrawn and case closed.

No. 1795.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF SHELDON COAL COMPANY, A CORPORATION, AND CHEHALIS COAL COMPANY, A CORPORATION, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, A CORPORATION, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, A CORPORATION, WASHINGTON ELECTRIC RAILWAY COMPANY, A CORPORATION, WASHINGTON-OREGON CORPORATION, A CORPORATION, *Defendants*.

Complaint filed *re* coal rates from Sheldon and Leonard to Vancouver and to Seattle group. Continued at request of complainants. Pending.

No. 1802.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF DAVID STUART, BOLOOM MILLS, INCORPORATED, CANAL LUMBER COMPANY, JOHN W. McDONNELL LUMBER COMPANY, WEST COAST IRON WORKS, PACIFIC COAST PIPE COMPANY, PACIFIC AMMONIA & CHEMICAL COMPANY, HOLMES LUMBER COMPANY, *Complainants*, v. NORTHERN PACIFIC RAILWAY COMPANY, COLUMBIA & PUGET SOUND RAILROAD COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Defendants*.

Complaint by Seattle shippers was filed October 15, 1914, and October 17, 1914, the Commission entered an order suspending Northern Pacific tariff 333 L. (switching rates at Seattle) for 90 days. An additional suspension order was issued January 15, 1915. January 27, 1915, the following order was entered:

Respondent, having submitted to the complainants in the above entitled proceedings its proposed local freight tariff showing charges for switching carload freight at Seattle, Washington, designated as Northern Pacific Railway 333-M, W. P. S. C. No. 939, which proposed local freight tariff cancels Northern Pacific Railway tariff No. 333-L, and the Commission having commenced a complete investigation relative to switching rates on all railway lines in the city of Seattle, and complainants advising the Commission that they are willing that the proposed local freight tariff No. 333-M aforesaid be published and become effective pending such complete investigation, and such proceedings as the Commission may hereafter institute relating to charges for switching carload freight at Seattle, Washington, and having consented to the dismissal of the above entitled action;

IT IS ORDERED, That the above entitled proceeding be and the same hereby is dismissed.

No. 1813.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ALL RAILROADS AT SEATTLE.

Cause involves switching rates at Seattle. Complaint not formally filed. Pending general hearing on switching rates.

No. 1821.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complaint filed November 21, 1914, re station facilities at Dryden. Hearing had at Dryden April 10, 1915. Order entered May 28, 1915, requiring defendant to provide depot building at the town of Dryden on or before September 1, 1915, and that company provide and maintain an agent at said station from September 1, 1915, until further ordered.

No. 1823.

Petition of Northern Pacific Railway Company.

Petition filed November 30, 1914. Order entered November 9, 1915, classifying Lots 1, 2, 3 and 4, Block 5, Sumner, supplemental, and vacated streets, as operating property. Pending.

No. 1830.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF M. KULZER ET AL., *Complainants*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complaint filed December 1, 1914, to require defendant to maintain telephone in depot at Valley. Telephone installed. March 25, 1915, order of dismissal entered.

No. 1836.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, NORTH YAKIMA & VALLEY RAILWAY COMPANY, SPOKANE & INLAND EMPIRE RAILROAD COMPANY, SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, WALLA WALLA VALLEY RAILWAY, GREAT NORTHERN RAILWAY COMPANY, AND NORTHERN PACIFIC RAILWAY COMPANY, *Defendants*.

Proposed rates on structural iron and steel from Coast points inland were suspended by orders filed December 31, 1914, January 7, January 29, February 2, May 1, May 20, May 29 and June 29, 1915. Pending at request of complainant.

No. 1837.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF W. L. HARTMAN, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint presented verbally re abandonment Nisqually station, but subsequently withdrawn.

No. 1838.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF TOWN OF BUCODA, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed January 4, 1915, to compel reopening of station at Bucoda. Agent installed.

No. 1839.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
A. P. PERRY LUMBER COMPANY, *Complainant*, v. NORTHERN PACIFIC
RAILWAY COMPANY, *Defendant*.

Complaint filed January 4, 1915, to compel reopening of station at
McIntosh. Pending.

No. 1840.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complaint filed January 4, 1915, involving switching rates at the
town of Republic. Pending.

No. 1853.

Investigation into death of Charles Gordon, on Oregon-Washington
Railroad & Navigation Company line at South Elma.

Hearing held at Elma February 6, 1915. Pending.

No. 1856.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. SPO-
KANE, PORTLAND & SEATTLE RAILWAY COMPANY, CHICAGO, MILWAUKEE
& ST. PAUL RAILWAY COMPANY, OREGON-WASHINGTON RAILWAY & NAV-
IGATION COMPANY, GREAT NORTHERN RAILWAY COMPANY AND NORTH-
ERN PACIFIC RAILWAY COMPANY, *Defendants*.

Complaint filed May 11, 1915. Hearings held at Seattle June 22,
June 29, and August 22, 1915. Findings and order were made August
26, 1915, as follows:

FINDINGS OF FACT.

I.

Each of the above named respondents is operating, managing and
controlling for public use in the conveyance of persons and property
for hire, railroads within this state.

II.

That on railroad lines in the State of Washington operated by each
of the respondents, are operated sleeping cars with compartments and
drawing rooms in addition to the berth sections in such cars, for the
use of which compartments and drawing rooms charges are made in
addition to transportation fares. Prior to the respective dates in this
paragraph hereinafter specified, the companies named, on whose lines
are operated sleeping cars, permitted one person to enjoy the exclusive
occupancy of a compartment or drawing room upon payment of the
regular charge for the use thereof and purchase of transportation for
such person.

Respondent Great Northern Railway Company published and filed its tariff No. 24, W. R. C. 516, effective January 1, 1911; respondent Spokane, Portland & Seattle Railway Company published and filed its tariff No. 12-A, W. P. S. C. No. 431, effective March 20, 1914; respondent Northern Pacific Railway Company published and filed its Supplement No. 4 to General Arrangements Tariff No. 1, W. P. S. C. No. 94, effective September 1, 1914; respondent Oregon-Washington Railroad & Navigation Company published and filed its Joint Circular No. 298-1914, W. P. S. C. No. 433, effective August 1, 1914, and respondent Chicago, Milwaukee & St. Paul Railway Company published and filed its Rate Circular No. 269, W. P. S. C. 2313, effective November 1, 1914, under and by authority of which tariffs (and supplements to said Great Northern Railway Tariff No. 24) respondents now charge and demand a minimum of one and one-half adult passenger tickets for the exclusive occupancy of a compartment by one person and two adult passenger tickets for the exclusive occupancy of a drawing room by one person, in addition to the regular charge for the use of such compartments and drawing rooms. That prior to the effective dates of the tariffs and supplements hereinbefore referred to, respondents have always permitted one person to enjoy the exclusive use and occupancy of a compartment or drawing room without payment of more than one transportation fare, which practice had prevailed generally among carriers throughout the United States since sleeping cars with compartments and drawing rooms have been in use. The rule established by the tariffs hereinbefore specified has been in effect on respondents' lines in the State of Washington since the respective dates hereinbefore stated and operation under said tariffs has demonstrated that the requirement of one and one-half adult passenger tickets for the exclusive occupancy of a compartment by one person and of two adult passenger tickets for the exclusive occupancy of a drawing room by one person is prohibitive, and that under such requirement compartments and drawing rooms have not been occupied exclusively by one person to any material extent. That in the case of a person who is ill and traveling alone it is almost always desirable and frequently necessary for such person to occupy a compartment or drawing room without the presence of strangers in such compartment or drawing room. The tariffs referred to make no provision for cases of this kind, therefore a person so situated is required to pay a sum equal to one-half the transportation rate in addition to the regular charge for a compartment, in order to secure the exclusive use of a compartment and in order to secure the exclusive use of a drawing room, a person so situated is required to pay a sum equal to the transportation rate in addition to the regular charge for the use of the drawing room. For example: The drawing room rate from Seattle to Spokane is \$9, the transportation rate is \$9.45. For the privilege of the exclusive occupancy of a drawing room a person is required to pay \$9.45 in addition to the regular charge for the use of the drawing room, \$9, besides paying the regular transportation rate

between the points named, resulting in a transportation charge of \$9.45 and a charge for the use of the drawing room of \$18.45.

Respondents do not seek to justify this increased rate upon the ground that their passenger business in this state is not profitable and that more revenue must be provided. On the contrary the effect of the tariffs now being observed has been to decrease the revenue received from the sale of drawing room and compartment privileges. Respondents do contend, however, that the practices prevailing prior to the effective dates of the tariffs hereinbefore referred to, resulted in discrimination between passengers and that the change was intended to prevent one person from securing the exclusive occupancy of a compartment or drawing room and thereby depriving a family or individuals, traveling together, from obtaining a compartment or drawing room on a given train. Although prior to the effective dates of the tariffs mentioned, respondents permitted exclusive occupancy of a compartment or drawing room on payment of but one transportation fare, together with the regular charge for drawing room or compartment, respondents have not shown that this practice resulted in discrimination between passengers or deprived families or individuals, traveling together, from securing accommodations of this character, or that any complaints have been made by the traveling public on account thereof.

The Commission believes and finds and concludes that said charge of one and one-half adult passenger ticket for the exclusive occupancy of a compartment by one person and said charge of two adult passenger tickets for the exclusive occupancy of a drawing room by one person, are unjust, unfair, unreasonable and excessive.

WHEREFORE IT IS ORDERED, That each and all of the respondents, from and after the date upon which this order becomes effective, permit one person to enjoy the exclusive occupancy of a compartment upon payment of the regular charge for the use of such compartment and presentation of one adult passenger ticket; and also permit one person to enjoy the exclusive occupancy of a drawing room upon payment of the regular drawing room charge and presentation of one adult passenger ticket; and that respondents correct their respective tariffs in accordance with the provisions of this order, by filing suitable supplements or other procedure, on or before the date upon which this order becomes effective.

September 15, 1915, writ of review by the Superior Court, Thurston County, was served. Superior Court reversed Commission and held order unreasonable.

No. 1860.

Investigation into death of Miss Bertha Nelson, killed on Northern Pacific Railway, Sheridan Street, Spokane.

Hearing held January 14, 1915, and testimony filed.

1864-1869 inclusive.

Petition by Northern Pacific Railway Company for order declaring certain real property "operating property."

Petitions filed February 27, 1915. Pending.

No. 1879.

Petition by Northern Pacific Railway Company for order declaring certain real property "operating property."

Petition filed March 12, 1915. Pending.

No. 1880.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF NETTLETON-BRUCE-ESCHBACH COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed March 9, 1915. Hearing at Seattle May 28, 1915. Order of dismissal entered May 29, 1915.

No. 1883.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CARBON HILL COAL COMPANY, A CORPORATION, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY AND GREAT NORTHERN RAILWAY COMPANY, *Defendants*.

Complaint filed March 16, 1915, *re* coal rates. Order issued March 16, 1915, suspending tariff, and second suspension order issued June 12, 1915. Hearings had at Tacoma June 14 and September 24, 1915. November 13, 1915, findings and order were entered as follows:

I.

That complainant is a corporation engaged in mining, producing and shipping coal from Wingate, in Pierce County, Washington, (a station in the Wilkeson group hereinafter referred to), to various points in the State of Washington, among which points of shipment is Skagit Crossing, a station located on the Great Northern Railway line in Skagit County, Washington, a short distance south of Mount Vernon.

II.

Respondents Northern Pacific Railway Company and Great Northern Railway Company are corporations owning, operating and controlling railroads in the State of Washington for public use in the conveyance of persons and property for hire within said state.

III.

The distances between the city of Seattle and the several points in the Wilkeson group, via Northern Pacific Railway, range from 37 to

61 miles. From Seattle to Wilkeson the distance is 50.6 miles, to Fairfax 59.4 miles, to Crocker 41 miles, to Wingate 46 miles. The distance between Seattle and Skagit Crossing by Great Northern Railway is about 65 miles. The distance from Seattle to Mt. Vernon is 71 miles. In the transportation of coal from points in the Wilkeson group to Skagit Crossing the Northern Pacific Railway Company receives the coal in its cars loaded by the shipper at points of origin, moves same to Seattle and places cars containing such coal on the interchange or transfer track located in the yards of the Northern Pacific Railway and Great Northern Railway, south of the King Street station in Seattle. The Great Northern Railway receives the cars on such interchange or transfer track, transfers same to Interbay by a switching movement of a number of cars, commonly called a "drag." From Interbay to Delta, near Everett, the Great Northern Railway Company moves the cars in a drag. At Delta the cars are made up into a regular freight train and transferred to Skagit Crossing, where cars containing coal for that point are set out on the tracks of the English Lumber Company, which operates a steam logging railroad which connects with the Great Northern Railway at or near Skagit Crossing. The English Lumber Company moves the cars from Skagit Crossing to such point or points on its line as may be required, unloads the coal and returns the empties to the Great Northern Railway Company at Skagit Crossing, whereupon the Great Northern Railway Company moves the empties in the manner hereinbefore described, from Skagit Crossing to the transfer or interchange track south of the King Street station in Seattle, at which point the Northern Pacific Railway Company receives such cars. The time consumed by the Great Northern Railway Company in moving the cars from Seattle to Skagit Crossing by the method described runs from 48 hours to 72 hours. Practically the same time is consumed in returning the cars from Skagit Crossing to point of delivery to Northern Pacific Railway Company in Seattle. The Northern Pacific Railway Company charges the Great Northern Railway Company a per diem per car for the time intervening between delivery to the Great Northern Railway Company at Seattle and return to the Northern Pacific Railway Company at the same place. This charge has been fixed by agreement between the railway companies mentioned, and represents the rental value of a coal car.

IV.

On September 13, 1906, the Northern Pacific Railway Company, the Great Northern Railway Company concurring, published a joint rate for coal between the Wilkeson group, which includes the stations of Burnett, Carbonado, Crocker, Cumberland, Wingate, Enumclaw, Fairfax, Kangley Junction, Melmont, Navy, Nolte, Occidental, Palmer, Spiketon, Ravensdale, South Prairie and Wilkeson, via the Northern Pacific Railway to Seattle, thence via Great Northern Railway to Mount Vernon, of \$1.35 per ton of 2,240 pounds, which joint rate remained in

effect continuously from September 13, 1906, until a short time prior to the commencement of this proceeding, (having been carried in various tariffs and supplements, the last being Northern Pacific Railway Tariff No. 176E), when the Northern Pacific Railway Company, acting under the belief that no coal was moving under said joint rate, cancelled said rate, in which action the Great Northern Railway Company concurred.

V.

The local rate in effect for transportation of coal between Wilkeson and Seattle by the Northern Pacific Railway is 65c per gross ton. The local rate in effect for transportation of coal between Seattle and Skagit Crossing by Great Northern Railway is \$1 per net ton, the sum of the two locals being equivalent to \$1.77 per gross ton. The joint rate of \$1.35 per gross ton, published September 13, 1906, was made applicable from said points in the Wilkeson group to Mount Vernon and directly intermediate points, Skagit Crossing being a directly intermediate point on said route.

VI.

The joint rate mentioned was, by agreement between said railway companies, divided as follows: To the Northern Pacific Railway Company for the haul between Wilkeson and Seattle, 65c per gross ton; to the Great Northern Railway Company, for the haul between Seattle and Mount Vernon or directly intermediate points, 70c per gross ton. The Northern Pacific Railway Company, having cancelled said joint rate in the belief that no coal was moving thereunder, has been since discovering its mistake, and still is, willing to reinstate the same. The Great Northern Railway Company declines to concur in the reinstatement of the joint rate, contending that its proportion thereof is insufficient compensation for the haul between Seattle and destination.

The division of the joint rate agreed upon by the railway companies, prior to publication thereof, afforded the Great Northern Railway Company a rate of approximately 1.09 cents per ton mile for the haul between Seattle and Skagit Crossing.

The following table shows the rate per ton mile received from shipments of coal, together with several other commodities, between points therein specified under rates voluntarily established by carriers in the State of Washington, to which rates the Northern Pacific Railway Company and Great Northern Railway Company are in several instances parties:

Commodity	From	To	Rate Per Ton Gross	Dis- tance	Net Ton	Rate Per Ton Mile, Cents
Coal.....	Wilkeson.....	Skagit Cross'g.	\$1 35	...	....	1.039
Cement....	Concrete.....	Tacoma.....	1 12	143	....	.8
Coal.....	Tenino.....	Flr.....	1 50	144	....	1.04
Coal.....	Tacoma.....	Sedro Woolley.	1 35	129	....	1.05
Gypsum...	Tacoma.....	Concrete.....	1 12	143	....	.783
Mill cinder, mill scale.	Lakeview.....	Concrete.....	1 12	155	....	.74
Coal.....	Wilkeson.....	Sedro Woolley.	1 35	148	...	.911
Coal.....	Montezuma....	Skagit Crossing	{ }	130	G. N. Ry.	1.077
					N. P. Ry.	1.
			Net Ton		Net Ton	
Coal.....	Ferrie, B. C....	Spokane.....	2 15	275	.782	.875
	Ferrie, B. C....	Wenatchee....	3 15	449	.701	.785
	Ferrie, B. C....	Everett.....	3 00	581	.517	.58
	Crows Nest....	Seattle.....	3 00	610	.49	.55
	Crows Nest....	Moscow.....	3 15	370	.851	.955
	Crows Nest....	Lewiston.....	3 15	422	.747	.837
	Crows Nest....	Portland.....	3 50	652	.537	.610
	Princeton,B.C.	Spokane.....	2 50	307	.814	.911
	Princeton,B.C.	Coeur d'Alene.	3 10	356	.87	.974
	Princeton,B.C.	Pasco.....	3 50	452	.774	.867
	Princeton,B.C.	Moscow.....	3 50	402	.870	.974

The freight earnings of the Northern Pacific Railway Company in the State of Washington during the years 1912 and 1914 averaged annually approximately .995c per ton mile. The freight earnings of the Great Northern Railway Company in the State of Washington during the year 1914 averaged 1.09c per ton mile, with average length of haul of 156 miles plus. Such freight earnings covered less carload and carload shipments. The expense of handling less carload shipments is materially higher than the expense of handling carload shipments. The average number of tons of freight per loaded car mile on the Great Northern Railway for the year 1914 was 18.69 tons. Coal shipments from points in the Wilkeson group to Skagit Crossing averaged a trifle under fifty tons per loaded car mile.

VII.

Any increase in the rate between any of the points in the Wilkeson group and Skagit Crossing above \$1.35 per gross ton will result in a prohibitive rate, for the reason that the cost of producing coal in the mines in the Wilkeson group is such that the producers are unable to absorb any advance in the rate, while an increase in the cost per ton to the principal consumer at Skagit Crossing, the English Lumber Company, will result in the substitution of oil for fuel in place of coal. Should oil be substituted in place of coal by the English Lumber Company, such oil would be delivered to that company by water trans-

portation, in which case neither the Northern Pacific Railway Company nor the Great Northern Railway Company could participate. The English Lumber Company, when operating under natural conditions, consumes from 150 to 250 tons of coal, equivalent to from three to five carloads per month. The establishment and maintenance of a joint route between said points in the Wilkeson group and Mount Vernon and directly intermediate points with a reasonable joint rate will enable the producers in the Wilkeson group to continue shipments of coal to Skagit Crossing and prevent the displacement of coal for fuel in said market by oil produced outside of the state, and thereby encourage the development of the local coal industry, as well as a community in the state furnishing directly or indirectly more or less traffic to both of the carriers involved in this proceeding.

VIII.

That the sum of the existing local rates for transportation of coal from points in the Wilkeson group to Seattle by the Northern Pacific Railway, and from Seattle to Skagit Crossing by the Great Northern Railway, constitutes an unjust, unfair, unreasonable, excessive and prohibitive rate; that a joint rate for the transportation of coal between such points in the Wilkeson group on the Northern Pacific Railway and Mount Vernon on the Great Northern Railway, and directly intermediate points, of \$1.35 per gross ton, is a fair, just, reasonable and sufficient joint rate to be followed, charged, enforced, demanded and collected, by respondents in the future. That no satisfactory through route or joint rate exists between such points. That the public necessities and convenience demand the establishment of a through route and joint rate between such points. That an agreement exists between the Northern Pacific Railway Company and the Great Northern Railway Company for the interchange of cars.

WHEREFORE IT IS ORDERED, That respondents Northern Pacific Railway Company and Great Northern Railway Company, within twenty (20) days from the date of the service of this order, establish a through route for the transportation of coal between points in the Wilkeson group on the Northern Pacific Railway in the State of Washington, viz., Burnett, Carbonado, Crocker, Cumberland, Wingate, Enumclaw, Fairfax, Kangley Junction, Melmont, Navy, Nolte, Occidental, Palmer, Spiketon, Ravensdale, South Prairie and Wilkeson and Mount Vernon on the Great Northern Railway with application to directly intermediate stations, and establish and fix a joint rate for the transportation of coal between the points in the Wilkeson group on the Northern Pacific Railway and Mount Vernon on the Great Northern Railway and directly intermediate points, such rate not to exceed \$1.35 per gross ton for coal in carloads, minimum weight 60,000 pounds, to be followed, charged, enforced, demanded and collected in the future.

IT IS FURTHER ORDERED, That carload freight moving between the points hereinbefore specified shall be carried by respondents without being transferred from the original cars.

IT IS FURTHER ORDERED, That respondents shall have sixty (60) days from the date of the service of this order within which to agree upon the proportion of such rate or the division of revenue each shall receive from such joint service. If, at the expiration of such time, respondents shall fail to file with the Commission a statement that an agreement has been made for the proportion of charges or revenue each shall receive from such joint service, the Commission will, after further hearing, enter a supplemental order fixing the proportion of charges or revenue each of respondents shall receive for the joint service hereby ordered.

No. 1884.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, NORTHERN PACIFIC RAILWAY COMPANY, GREAT NORTHERN RAILWAY COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, *Defendants*.

Complaint filed March 16, 1915. Orders suspending proposed tariffs were entered March 17, and June 14, 1915. Hearings were held May 25, June 2 and June 9. September 23, 1915, opinion and order was filed as follows:

It has long been the custom of the railroad companies in this state on request of the shipper to divert or reconsign to other points than originally billed, without charge, shipments of hay and grain from the interior of the state. Mr. C. A. Morrison testified, (Transcript p. 5), that for a period of fourteen years he has been in the hay and grain business, and that during that time no reconsignment or diversion charge was made by the defendant companies that he knew of. Mr. John B. Stevens testified, (Transcript p. 22), "Q. In all your experience have you ever had to pay any diversion charge? A. No, sir." Others testified to the same fact and it seems to be undisputed that the custom of reconsigning shipments of hay and grain from Eastern Washington has existed in this state for a long period of years, and that no charge has ever been made by the defendant companies for such service. It also appears from the testimony that the result of the practice has to some extent benefited the companies as well as the shipper. Mr. Morrison testified, (Transcript p. 5), "and by that means we keep the railroad supplying us with a steady run of cars, whereas if we waited until everything was sold in advance and we had to give these orders, place the orders first, we would want some days no cars and the next day 40 cars at shipping points, but by taking an average steady stream we believe we made it easier for the railroad and we save asking for heavy consignment of cars." He

also testified: "It looks to me that this is good railroading and good business, to keep the cars moving."

Mr. Stevens testified, (Transcript p. 23), "Well it helps us to do business a good deal more of it and keeps the cars from getting congested and all of that, keeps our business moving better in that way than it would to not have that diversion right. Otherwise we would have to order from the country direct for every country order we had and not being able to get cars placed promptly it makes a lot of trouble for us and I should think an extra cost to the railroad."

It was conceded that the practice also resulted in a benefit to the shipper in that the reconsignment charge "is to give the shipper the through rate, from point of origin to point of destination, instead of paying the sum of the locals." (Transcript p. 18).

The evidence clearly shows that the reconsignment practice is of benefit to the shipper in that it permits the shipper to make sale of the commodity at any time prior to the car reaching its destination and reshipping without unloading and reloading the cars, saves the labor of loading and unloading and permits the farmer to move his crop without delay. This seems to be conceded by all parties, the only question in dispute being whether or not the reconsignment imposes an additional burden upon the companies for which they now receive no compensation and for which they should be compensated. If the practice was one recently initiated, there would be no question of the right of the defendants to exact an additional charge for this service. In the year 1911 the railroads of the State of Washington were valued by the Public Service Commission. In fixing rates the Commission necessarily took into consideration the operating expenses of the companies at the time of the valuation and allowed them a return based upon the net profit after expenses of operation. This practice was in effect at the time of the valuation and whatever additional expense was incurred by them by reason of this practice, of necessity must have been allowed by the Commission in determining the reasonable and fair rate defendants should be permitted to charge for the service rendered by them in this state. If now an additional charge shall be permitted to be imposed by the defendant companies for diversion, it will simply mean that the shipper is required to pay twice for the same service. The rate was made higher by reason of this expense and now the companies claim an added direct charge. The companies maintain as a part of their service, telephones in their various offices, outhouses for the use, convenience and comfort of their patrons, (one of the companies serves afternoon tea for its patrons), and many other special services are accorded by the railroad companies that were considered by the Commission in determining the fair return. If now the companies shall be allowed to segregate every service rendered by them, and fix a special charge for that particular service, it simply means that the companies are to be

permitted to charge twice for the same service. This is not fair to the public and should not be permitted.

Some complaint has been made by the defendant companies as to the decreased returns these companies have been receiving as the result of alleged "hard times." We do not believe such complaint well founded. If there be hard times, as these defendants seem to claim, we do not agree that hard times is a justifiable excuse for increasing the burdens of the shipper.

From all the facts and circumstances in this case it is our opinion that there is no just or reasonable excuse for permitting the defendant companies to impose this additional charge which must ultimately be borne by the producers of hay and grain within this state.

IT IS THEREFORE ORDERED, That the so-called reconsignment or diversion charge of two (\$2.00) dollars for each car reconsigned or diverted be, and the same is hereby ordered discontinued and eliminated.

IT IS FURTHER ORDERED, That all sums collected by the defendant companies as and for a reconsignment or diversion charge, be returned if such charge has been made, or money collected, since the pendency of these proceedings.

AND IT IS FURTHER ORDERED, That the said defendant companies continue to permit the practice of reconsigning and diversion in this state as heretofore practiced, provided that all orders for reconsignment or diversion shall be made prior to the arrival of the car at its point of destination.

WITNESS, The Public Service Commission of Washington, this 23rd day of September, 1915.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

By C. A. REYNOLDS, *Chairman.*

ARTHUR A. LEWIS, *Commissioner.*

DISSENTING OPINION OF COMMISSIONER SPINNING.

The complaint in this case, after showing that the several carriers affected had filed with the Commission supplements and tariffs, naming a rate of \$2.00 per car for changing the destination of, or holding in transit for orders, carload shipments of grain, grain products, hay, straw, potatoes and onions, alleges that such

"charge of \$2.00 per car and the whole thereof for the purposes named in the several supplements and tariffs hereinbefore referred to, is unjust, unfair, unreasonable and excessive."

Respondents filed separate answers denying that said rate of \$2.00 car was unjust, unfair, unreasonable or excessive.

The Commission was authorized by the pleadings to inquire into and determine whether or not the rate of \$2.00 per car was unjust, unfair, unreasonable or excessive. No other issue was made by the pleadings.

Competent evidence was offered by respondents and received by the Commission showing that the cost of diverting a car, reconsigned while in transit or after arrival at destination, in all cases exceeded \$2.00 per car, while the average cost was materially above that amount. Instances were shown where the cost was as high as \$7.00, \$10.00 and \$15.00 per car.

This evidence stands uncontradicted.

The interested shippers introduced evidence entirely sufficient to establish beyond the possibility of successful contradiction, the fact that the service in question was of great value to the shippers availing themselves thereof.

In the majority opinion this statement appears:

"If the practice was one recently initiated, there would be no question of the right of the defendants to exact an additional charge for this service."

Here it is conceded that the facts established in this case show that the service of diverting a car and reconsigning cars is a service distinct from and additional to the transportation service paid for by the shippers and that the value of this special service to the shipper and the cost thereof to the carrier justify a separate charge.

In other words, that those shippers who conduct business in a manner which requires the special service of diversion on reconsignment, receive a valuable service which is not required by other shippers, and that, as a matter of equality in rate adjustment, this special service should bear its proportion of the rate burden.

That the service is reasonably worth to the shipper at least \$2.00 per car is fully established by the evidence in this case; no other conclusion may be drawn from the evidence.

That the cost to the carrier equals \$2.00 per car, or more, is not denied.

It, therefore, clearly appears that the rate of \$2.00 per car is not unjust, unfair, unreasonable or excessive.

The Interstate Commerce Commission has repeatedly held that the rate of \$2.00 per car for diversion or reconsignment is reasonable and not excessive, while in several instances higher rates for this service have been sustained.

See:

Detroit Reconsignment Case, 25 I. C. C. Repts. 392;
Chares Becker vs. P. M. R. R. Co., 28 I. C. C. Repts. 650;
C. G. Justice Co. vs. Penn. Rd. Co., 26 I. C. C. Repts. 478;
Central Commercial Co. vs. L. & N. Co., 27 I. C. C. Repts. 114;
Doran & Co. vs. C., O. & St. L. Ry. Co., 33 I. C. C. Repts. 533;
St. Louis Hay & Grain Co. vs. M. & O. R. Co. et al., 11 I. C. C. Repts. 90.

The Supreme Court of the United States reviewed the decision of the Interstate Commerce Commission in the case last cited and in-

creased the charge to be allowed to \$3.00 and \$3.75 per car, holding that no allowance for profit had been made by the Commission.

See:

Southern Ry. Co. vs. St. Louis Hay & Grain Co., 214 U. S. 297, 53 L. ed. 1004.

The majority of the Commission, however, without finding that the rate of \$2.00 per car is unreasonable or excessive, holds that there is no just or reasonable excuse for permitting the rate to become effective.

This conclusion is based upon the statement appearing in the opinion that:

"This practice was in effect at the time of the valuation and whatever additional expense was incurred by them by reason of this practice, of necessity must have been allowed by the Commission in determining the reasonable and fair rate defendants should be permitted to charge for the service rendered by them in this state."

No finding has been made in this case to the effect that the Commission has at any time fixed rates for transportation of the commodities affected by the particular rate under consideration or that the Commission did in fact allow compensation for diversion or reconsignment as a part of the transportation rate on such commodities or as a part of any other rate. The evidence in this proceeding will not, in my opinion, sustain an affirmative finding on either of these points.

However, assume for illustration, that the transportation or line haul rates were fixed, either by the Commission or the carriers, with intention to make such rates sufficient to compensate the carriers for the line haul and for the special service of diversion or reconsignment as well, still the conclusion reached by the majority would be untenable.

Two distinct services are involved:

First: The line haul, that is, the service of carrying the commodities affected from the initial point of shipment to the destination named in the bill of lading. This service is complete when the carrier delivers the commodity at destination. The carrier has then performed its undertaking.

Second: The diversion or reconsignment. That is when the shipper reconsigns the car to a different destination and the carrier *undertakes to divert* the car for the purpose of making a delivery at a different point than that named in the first undertaking. A new undertaking is thus brought into the transaction and the performance of this new undertaking is a distinct service which must be rendered by the carrier by expenditure of time and money not contemplated by the original undertaking.

Why should the shipper who so conducts his business that he requires only the line haul, be compelled, either by the Commission or by the carriers, to pay a rate which provides a reasonable compensation for the line haul and also compensates the carrier for the diver-

sion or reconsignment service rendered to other shippers? Of course, it will not be contended that the shipper who avails himself of the line haul only should be required to help pay for the diversion service furnished others.

Yet this is exactly what has been required of such shippers ever since the line haul rates were established, if compensation for the diversion service was included in the line haul rates.

The majority opinion assumes that compensation for the diversion service was included in the line haul, which is tantamount to admitting that the shipper using only the line haul, is compelled to assist in compensating the carrier for the diversion service rendered others, and they do not propose to change this illogical and unjust arrangement for they have ordered the carriers to desist from requiring the shippers using the diversion service to bear the burden of that service.

The writer firmly believes that the dealers who depend upon reconsignment and diversion of cars to facilitate the distribution of commodities purchased and sold by them, should be required to bear the burden of that service and that shippers who conduct business along lines which do not require them to resort to the diversion service, should be afforded relief against rates which require them to help sustain a service which they do not use—if the line haul rates do in fact include compensation for the diversion service.

This reform cannot be accomplished by cancellation of the tariffs involved in this proceeding.

If the rate of \$2.00 per car for the diversion service provided in these tariffs is not unreasonable or excessive, the tariffs should be approved.

Then, if the shippers interested believe that the line haul rates are unreasonable or excessive for the line haul service alone, let the reasonableness of those rates be put in issue by formal complaint. The Commission will then be authorized to receive evidence concerning the reasonableness of the line haul rates as such and to determine that question on its merits.

If those rates should be found unreasonable or excessive, their reduction will benefit alike all shippers using the line haul.

In this manner the diversion service rate, as well as the line haul rates, may be made just, reasonable and logical, with their necessary burdens falling in fair and equitable proportion upon those who employ these distinct services.

Section 14 of Chapter 117, Act of 1911 (Public Service Commission Law) requires common carriers to state separately, in schedules of rates filed with the Commission, "all terminal charges, storage charges, icing charges, and all other charges which the Commission may require to be stated, all privileges or facilities granted or allowed, and any rules or regulations which may in any wise change, affect, or determine any part, or the aggregate of, such aforesaid rates, fares

and charges, or the value of the service rendered to the passenger, shipper or consignee."

The purpose of requiring the carriers to separately state in their tariffs each and every service to be rendered which affects the cost or the value to the shipper or consignee, is to afford an opportunity for measuring the reasonableness of the charge.

In *I. O. O. vs. Stickney*, 215 U. S. 98, 54 L. ed. 112, the Supreme Court of the United States, in construing provisions of the Amendment of June 29, 1906, to the Hepburn Act, similar to Section 14 of the Public Service Commission Law, held that a terminal charge separately stated in a tariff, if just and reasonable in itself, cannot be condemned, or the carrier required to reduce it, on the ground that it, taken with prior charges of transportation, makes the total charge unreasonable. The Court said:

"This, of course, includes all charges, and the carrier is entitled to have a finding that any particular charge is unreasonable and unjust before it is required to change such charge. * * * If the terminal charge be, in and of itself, just and reasonable, it cannot be condemned or the carrier required to change it on the ground that it, taken with prior charges of transportation over the lines of the carrier or of connecting carriers, makes the total charge to the shipper unreasonable. That which must be corrected and condemned is not the just and reasonable terminal charge, but those prior charges which must of themselves be unreasonable in order to make the aggregate of the charge from the point of shipment to that of delivery unreasonable and unjust. In order to avail itself of the benefit of this rule, the carrier must separately state its terminal or other special charge complained of; for, if many matters are lumped in a single charge, it is impossible for either shipper or Commission to determine how much of the lump charge is for the terminal or special services."

The Commission should, therefore, find whether or not the \$2.00 diversion charge is unreasonable or excessive. If the charge is found to be excessive a proper charge should be fixed. Nothing can be accomplished by ignoring the issue made by the pleadings and permitting carriers to perform a valuable and distinct service for grain and produce brokers without making a charge therefor, and this to the detriment of other shippers who do not require this service.

The diversion service was originally provided to enable shippers to save themselves in cases of emergency, such as refusal of consignee to accept consignment, and similar instances.

Brokers have found the service of such value in enabling them to buy and ship and to find purchasers while their commodities are in transit or after arrival at destination, that their use of this service has grown to the extent that many of them provide no facilities for storing or actually handling the products bought and sold by them.

I do not contend that the practice is one which should be discontinued, but that those who depend on this service to enable them to carry on business, should bear the burden in order that it may not be

shifted to those who receive no benefit therefrom. Furthermore, to prevent unnecessary use of this service, retention of cars and other waste, the cost of which must ultimately fall upon the producer or consumer, a charge for the diversion should be made. Many diversions could be avoided by exercise of a little diligence on the part of the broker, but so long as no charge is made for the diversion service, there will be no incentive for the broker to avoid unnecessary resort thereto.

The practice of reconsignment indulged in by brokers, involves grain, grain products, hay, straw, potatoes and onions, but principally shipments of hay. The loading capacity of the average car for hay is about ten tons. The diversion service in no case costs less than \$2.00 per car and this cost runs as high as \$15.00 per car. The time required for movement of carload of hay from the shipping point to any one of the points at which brokers hold cars for reconsignment, is but a few hours.

For the purpose of allowing brokers to procrastinate a few hours longer before finding a purchaser for a carload of hay, there is incurred an unnecessary diversion expense amounting to from twenty cents to \$1.50 per ton. This waste, in many cases, is equal to the farmer's profit on a ton of hay.

I venture to say that, if the farmers of this state had been informed of this loose practice and had known that in "paying the freight" they were also paying from 20 cents to \$1.50 per ton, in unnecessary diversion cost, the members of this Commission would have received so many protests from the producers that it would have no difficulty in ascertaining whose ox has been gored.

Aside from the question of discrimination, I am of the opinion that the order entered in this case is contrary to law. By this order the carriers are prohibited from making any charge for the diversion service, which service is distinct from the transportation service. It is an additional service and not a service substituted for the transportation service. Consequently, the carriers are entitled, as a matter of law, to compensation for the diversion service, and the right to compensation is not affected by the claim that the carriers' earnings on freight and passengers carried between points in this state, compensate them for the entire service rendered by them in this state.

The case of *Northern Pacific Railway Company vs. North Dakota*, 236 U. S. 585, involved the question as to the power of a state to impose upon a commodity or a particular service, any rate, whether compensatory or not, provided, only that the return from the intrastate business is adequate. Mr. Justice Hughes, delivering the opinion of the Court, rendered at the October term, 1914, said:

"But the decision in this class of cases (which we have cited in the margin) furnish no ground for saying that the state may set aside a commodity or a special class of traffic and impose upon it any rate it pleases, provided only that the return from the entire intrastate business is adequate."

After analyzing and distinguishing the cases referred to by the court, the opinion concludes:

"To repeat and conclude: It is presumed,—but the presumption is a rebuttable one—that the rates which the state fixes for intrastate traffic are reasonable and just. When the question is as to the profitableness of the intrastate business as a whole under a general scheme of rates, the carrier must satisfactorily prove the fair value of the property employed in its intrastate business and show that it has been denied a fair return upon that value. With respect to particular rates, it is recognized that there is a wide field of legislative discretion, permitting variety and classification, and hence the mere details of what appears to be a reasonable scheme of rates, or a tariff or schedule affording substantial compensation, are not subject to judicial review. But this legislative power cannot be regarded as being without limit. The constitutional guaranty protects the carrier from arbitrary action and from the appropriation of its property to public purposes outside the undertaking assumed; and where it is established that a commodity, or a class of traffic, has been segregated and a rate imposed which would compel the carrier to transport it for less than the proper cost of transportation, or virtually at cost, and thus the carrier would be denied a reasonable reward for its service after taking into account the entire traffic to which the rate applies, it must be concluded that the state has exceeded its authority."

The Interstate Commerce Commission is engaged in making a valuation of the property of all interstate rail carriers, including those operating in this state. This valuation will undoubtedly provide a fair, just and up to date basis for rate regulation and adjustment, and will be completed in the near future.

In the meantime this Commission should require the segregation of distinct services and the naming of separate rates for such services in accordance with the provisions of Section 14 of our Public Service Law, to the end that rates may be adjusted on a logical and scientific basis and that objectionable practices, such as are disclosed by the evidence in this case, may be eliminated.

For the reasons stated I am unable to concur in the majority opinion.

FRANK R. SPINNING, *Commissioner*.

October 15, 1915, writ of review proceedings were instituted in the Superior Court, Thurston County, Washington.

No. 1893.

In re investigation of death of Albert Peterson, struck by Great Northern Railway Company engine March 30, 1915, at Interbay.
Investigated.

No. 1895.

Petition of Northern Pacific Railway Company for certificate that certain real estate is "operating property."

Petition filed April 7, 1915. Pending.

No. 1899.

In re investigation into death of Mary Butler, killed on Great Northern Railway at Spokane, March 1, 1915.

April 16, 1915, transcript of testimony at coroner's inquest filed.

No. 1902.

Petition of Northern Pacific Railway Company for certificate that certain real property is "operating property."

Petition filed April 19, 1915. Pending.

No. 1905.

Petition of Northern Pacific Railway Company for certificate that certain real estate is "operating property."

Petition filed April 14, 1915. Pending.

No. 1906.

Petition of Northern Pacific Railway Company to have certain real estate declared "operating property."

Petition filed June 10, 1915. Pending.

No. 1907.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, *Defendant*.

Complaint filed May 13, 1915, *re* switching charges at Spokane. Order suspending tariff entered May 13, 1915, and additional suspension order entered August 11, 1915. Pending general investigation of switching rates in state.

No. 1908.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complaint filed April 30, 1915, *re* meat rates between Seattle and Tacoma. Orders suspending tariffs were issued April 30 and August 2, 1915. Hearing held at Seattle June 2, 1915, and November 22, 1915, the Commission made findings and order as follows:

I.

The Carstens Packing Company is engaged in the packing business at Tacoma, Washington, with a branch house at Seattle, Washington. The Tacoma plant is located on the Northern Pacific Railway line, while the branch house in Seattle is located on the Great Northern Railway line. Daily carload shipments of fresh meat are made from the Tacoma plant to the Seattle branch. When the quantity of fresh meat to be shipped is not sufficient to provide a carload, cured meats, lard, etc., are included. The branch house at Seattle commences daily distribution of fresh meats, to its various patrons, very early each

week day morning, in consequence of which it is necessary that such shipments arrive in Seattle very early in the morning and that the service from Tacoma to Seattle be regular and reliable. The Carstens Packing Company ships fresh meat in carload lots to Bellingham, Washington. For the service afforded the Carstens Packing Company between Tacoma and Seattle and Bellingham, five refrigerator cars are required. During part of the period within which the Great Northern Railway Company has been providing the Carstens Packing Company with this service, two refrigerator cars were furnished by the packing company, for the use of which the railway company compensated the packing company, upon the basis of one cent per car mile. The refrigerator cars furnished by the railway company required special equipment, such as racks and hooks for hanging dressed meat. Some of this equipment was furnished by the railway company and the remainder by the packing company. The refrigerator cars employed in this service are returned from destination to Tacoma empty, it being impracticable to load such cars with merchandise or commodities other than packing house products on the return trip.

After cars are loaded at Tacoma by the packing company they are switched by the Northern Pacific Railway Company to the Great Northern tracks in Tacoma, for which service a switching charge of \$2.25 per car is made by the Northern Pacific Railway Company, paid by the Great Northern Railway Company and absorbed in the rate hereinafter mentioned, when the line haul on the car equals or exceeds \$15.00. The Great Northern freight train operated from Tacoma to Seattle leaves Tacoma about 5:00 p. m. On account of the necessity for regular early morning delivery at Seattle, the Great Northern employees at Tacoma, charged with the duty of handling these cars, must exercise more than ordinary care to insure regular movement and timely delivery thereof. These shipments are moved from the Great Northern tracks at Tacoma to Seattle by Great Northern freight. It is necessary for the respondent to stop its freight trains handling these cars at or near Spokane Avenue in the southern part of Seattle, for the purpose of setting out the cars destined to the branch house of the packing company at Seattle. Immediately upon arrival of the cars at Seattle, one of the Great Northern switching crews operating at that point is required to discontinue other work and switch the car or cars directly to the branch house of the packing company on First Avenue South in Seattle. The distance by the Great Northern Railway from Tacoma to Seattle is approximately forty-one miles and in addition to the short haul between said points, two switching operations are required, one at Tacoma by the Northern Pacific Railway Company, and one at Seattle, by the Great Northern Railway Company. The value of a carload of fresh meat is approximately \$3,000. The refrigerator cars used in this service are considerably more expensive than the ordinary freight car.

II.

For about five years prior to the change in rates hereinafter mentioned, the several rail carriers operating between Tacoma and Seattle, including respondent, maintained a rate on fresh meats, all kinds, lard, tallow, carloads, minimum weight 20,000 pounds, of 6c per hundred pounds. On March 27, 1915, the Great Northern Railway Company filed with the Commission its Supplement No. 10 to Great Northern G. F. O. No. 24872, to become effective May 1, 1915, Item No. 465-A of which supplement cancelled Item No. 465 of Great Northern G. F. O. No. 24862, which carried said rate of 6c per hundred pounds and named a rate on said commodities of 8c per hundred pounds with a minimum of 20,000 pounds. The tariff which named the 6c rate, as well as the tariff filed March 27, 1915, naming the 8c rate, provided that the switching charge at Tacoma should be absorbed by the Great Northern Railway Company when the line haul equalled or exceeded \$15.00 per car. On April 30, 1915, the Commission entered an order in this proceeding suspending said Item No. 465-A for a period of ninety days, from May 1, 1915, and on August 2, 1915, the Commission entered a second order in this proceeding suspending said item for an additional period of sixty days.

The following table contains rates in effect on several commodities named between Seattle and Tacoma and the earnings per car produced thereby:

<i>Commodity</i>	<i>Rate</i>	<i>Minimum</i>	<i>Earnings Per Car</i>
Apples	8c	32,000 lbs.	\$25 60
Berries	12c	20,000 lbs.	24 00
Beer	7½c	30,000 lbs.	22 50
Wheat	5c	60,000 lbs.	30 00
Hemp	7½c	40,000 lbs.	30 00
Flour	3½c	40,000 lbs.	14 00

Under the 6c rate on meats and packing house products, minimum 20,000 pounds, the earnings per car, are \$12.00. Under the 8c rate recently published, as aforesaid, minimum 20,000 pounds, the earnings per car are \$16.00. The 6c and 8c rates mentioned are commodity rates. In the absence of a commodity rate meats and packing house products would take the third class rate, which is 12c per hundred pounds, 20,000 pounds minimum, producing \$24.00 per car.

While the minimum named in connection with the 3½c rate on flour is 40,000 pounds, cars loaded with flour are almost invariably loaded to capacity, which ranges from 60,000 pounds to 70,000 pounds. A carload of flour loaded to 60,000 pounds would produce, under the 3½c rate mentioned, \$21.00.

All of the above named commodities, except meats and packing house products, may be moved between Tacoma and Seattle in ordinary cars, which cars may be loaded with other commodities on the return trip. The hazard of loss or damage by accident or wreck accompany-

ing shipments of meats and packing house products is greater than the hazard accompanying shipments of apples, which take the 8c rate, 32,000 pounds minimum, and produce earnings of \$24.60 per car. The value of a carload of apples is equal to about 25% of the value of a carload of fresh meat.

The rate in effect by rail carriers for transportation of packing house products between Seattle and Everett, a distance of thirty-five miles, and between Great Northern Seattle dock and Snohomish, a distance of thirty-nine miles, is 10c per hundred pounds, minimum 20,000 pounds. The rate on the same products between Interbay and Bellingham, a distance of ninety-five miles, and between Ballard and South Bellingham, a distance of ninety miles, is 12c per hundred pounds, 20,000 pounds minimum. The rate for the same products between Tacoma and Sedro Woolley, a distance of seventy-five miles, is 18c per hundred pounds, 20,000 pounds minimum, water competition not affecting this movement.

There are certain fixed expenses connected with the transportation of freight in carload lots, such as terminal or switching cost at each end of the haul, the line haul, clerical expense, etc., which are practically the same with low rate of earning per car as with a high rate of earning per car.

The rate of 6c per hundred pounds maintained by the rail carriers operating between Tacoma and Seattle prior to the change in rates hereinbefore referred to, is entirely out of proportion with the character and value of the service performed, when considered in comparison with the rates on other commodities carried between the same points. Rates on apples, berries and the commodities hereinbefore referred to, other than meat and packing house products, between Tacoma and Seattle, are strongly influenced, if not actually determined, by competition of water carriers between such points. The rates on the commodities mentioned are practically water rates.

THE COMMISSION FINDS AND CONCLUDES:

The cost of transportation of property by water is so much lower than the cost of transportation by rail that if all freight transported by rail carriers should be handled on the basis of water rates, such rail carriers would not be compensated for service performed. When, however, commodities may be moved by rail carriers between points where rates are controlled by water competition and some margin above cost of service is produced by these rates, it is permissible for rail carriers to participate in this class of traffic, for no injury results therefrom to shippers who pay rates which are reasonable and sufficient, not being favored by water competition.

To require rail carriers to move shipments of meat and packing house products from Tacoma to Seattle, between which points water competition practically determines rates of rail carriers, for a rate lower than rates on commodities which do not require as costly or

valuable service as is required by meat and packing house shipments, would be unfair and unreasonable and, for that reason, contrary to law.

Respondent introduced evidence relating to increase of operating expense, such as cost of labor, fuel and material and to decrease in lumber shipments, etc., as tending to justify the increase of the rate involved in this proceeding, but it is not necessary to consider this evidence or to determine whether it justifies the increased rate proposed by the respondent for the reason that the Commission is satisfied that the increase is necessary for the purpose of effecting a more nearly just distribution of transportation cost between commodities, and that such increase is required and fully justified by the facts hereinbefore found.

The rate of 8c named in Item No. 465-A of Supplement No. 10 to Great Northern G. F. O. No. 24872 is not unfair, unjust, unreasonable or excessive.

WHEREFORE IT IS ORDERED, That complainants' complaint be, and it hereby is, dismissed.

No. 1921.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF BYRNE TURNER COMPANY, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY AND CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY, *Defendants*.

Complaint *re* switching rates at Bellingham was filed March 16, 1915. Negotiations pending for adjustment.

No. 1930.

Petition of Northern Pacific Railway Company to have certain real property declared "operating property."

Petition filed June 11, 1915. Pending.

No. 1932.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY AND GREAT NORTHERN RAILWAY COMPANY, *Defendants*.

Complaint filed June 17, 1915, *re* switching rates at Spokane. Pending general investigation of switching rates in state.

No. 1938.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
GEORGE E. LEE, *Complainant*, v. CAMAS PRAIRIE RAILWAY COMPANY,
Defendant.

Complaint filed July 8, 1915, *re* construction of spur. Hearing held August 2, 1915, at Penewawa and September 8, 1915, findings and order were entered as follows:

FINDINGS OF FACT.

That the complainant, George E. Lee, is the holder of a contract for the purchase of a tract of land lying north of and adjacent to the railway right-of-way of respondent, at a point approximately two miles west of Penewawa, Whitman County, Washington, measured along the respondent's railway track, which tract includes the land north of and adjacent to the right-of-way of said railway at a point approximately 500 feet west of mile post 22 of said railway line. One J. N. Rogers, from whom complainant contracted to purchase said lands, holds a mortgage for the purchase price. Besides his own interests complainant represented upwards of twenty-five farmers residing north of, and within a radius of from four to fifteen miles of respondent's railway and complainant's said residence.

II.

Respondent is a railway company organized under the laws of Oregon, and owns and operates a line of single track railway extending from Lewiston, Idaho, to Riparia, Washington, following along or near the north bank of Snake River, and passing through the town of Penewawa, Whitman County, Washington. Said railway line is approximately 78 miles in length. There are eighteen sidings and spur tracks connected with said main line in addition to the sidings and spurs located at Lewiston and Riparia. Respondent operates two passenger trains each day and one freight train in each direction, making a total of six trains operated over said railway daily. The nearest siding or spur west of Penewawa is located five miles from that station measured along the railway track. Respondent's railway line is located in the Snake River Canon. The country traversed by said line consists of what is properly known as a series of river bars, small tracts of land between the foot of the northerly wall of the canon and the river, such tracts varying in length up and down the river from about one-half mile to about three miles, these bars being separated by ledges of stone or other formation extending from the foot of the canon to the edge of the river, leaving practically no level or tillable land between the foot hill and the water. From nearly all of these bars wagon roads have been constructed leading through deep gulches or canons up to the plateau located north of the river, which comprises a large portion of the wheat growing area of the south side of Whitman County. The Penewawa Bar is one of the

largest, if not the largest, of the bars traversed by respondent's railway line, and the present station of Penewawa is located approximately two miles east of the west end of the bar, the Penewawa Bar being about three miles in length. Near the upper or eastern end of the Penewawa Bar the Long Hollow Canon terminates. A wagon road traverses this canon, connecting the bar with the highlands on the plateau above and to the north of the railway. This highway extends to Penewawa Station. A second canon, which terminates near Penewawa Station, is also traversed by a wagon road leading from the station to the highlands to the north. About 1½ miles west of Penewawa Station a third canon is located, through which has recently been constructed what is known as the "Andy Horton," or "Smith-Horton" Road. This highway extends from the respondent's railway northerly through the canon, ascending on a reasonably good grade to the plateau to the north of the railway, where a connection is made with an elaborate system of highways located in the wheat raising belt, lying within the half circle bordered by the towns of Hay, LaCrosse, Winona, Endicott, Diamond, Colfax and Pullman in Whitman County, Washington, all of the towns last named being located on the main line of the Oregon-Washington Railroad & Navigation Company. The Andy Horton Road was constructed by Whitman County during the year 1915 at a cost of approximately \$8,000.00, one-fifth of which, or about \$1,600.00, was paid to the county by farmers located in the wheat belt naturally tributary to the respondent's railway line via said Andy Horton Road, such farmers being among the persons represented by complainant in this proceeding. These farmers also procured, by donation or otherwise, right-of-way for the highway mentioned and entered into an agreement with the county to "straw" the road before same should be open to traffic, in order that the road should be protected against cutting by heavy traffic, which would result from its use before the surface should become hardened and packed. The road was constructed after the winter and spring rainfall had ceased and if used before the soil should be wet by the fall rains heavy traffic would cut "chuck holes" or "ruts" in the surface.

III.

The farmers naturally tributary to respondent's railway line, via the Andy Horton Road, produce approximately 200,000 bushels of wheat annually, nearly all of which has heretofore been hauled to the stations of Hay, LaCrosse and Endicott on the Oregon-Washington Railroad & Navigation Company's line. The cost of wagon haul to the station named has been about 1c per sack per mile, a sack containing about 2¼ bushels. As fairly illustrative of the manner in which the establishment of a spur at the point petitioned for would affect the farmers located in the area naturally tributary to respondent's line via the Andy Horton Road, the following instances are cited:

John Zearing, one of the farmers who contributed to the construction of the Andy Horton Road, having paid \$320.00 on account thereof, is located on the plateau north of the lower end of Penewawa Bar. His wheat production runs from fifteen to twenty-four thousand bushels per year. The cost of the wagon haul from his farm to Hay, the most accessible station at present, is 13c per sack, while the cost of delivery to the proposed spur would be about five or six cents per sack, making a saving of about 3c per sack or \$415.00 on 15,000 bushels, the estimated crop for 1915. This farmer uses from ten to twelve tons of coal per year, which is obtained from the railway station at which his wheat is delivered in order to secure a load for the back-haul. Zearing's place is 4½ miles north of the proposed spur.

Robert Finley farms 1,100 acres. His farm is located 5¼ miles from the location of the proposed spur. His nearest accessible railway station at present is LaCrosse, a distance of twelve miles from his farm. His 1915 wheat crop is approximately 18,000 bushels. The wagon-haul rate to LaCrosse is 12c per sack. The rate to the proposed spur would be 6c per sack. Finley's saving, if permitted to deliver his grain to the respondent at the proposed spur, would be approximately \$450.00 per year. Finley paid \$350.00 toward the construction of the old road.

IV.

The Andy Horton or Smith-Horton Road intersects respondent's railway line at a point approximately 1½ miles west of the station at Penewawa and about ½ mile east of the place at which petitioner desires the construction of a spur track. Petitioner proposes to donate right-of-way and construct a road extending from a point on the Horton Road about 900 feet northerly from its intersection with the respondent's railway, thence diagonally across respondent's property (under contract), to a point 500 feet west of respondent's mile post 22. From the station at Penewawa a public highway is located between respondent's railway line, and the north wall of the Snake River Canon, which extends for a distance of about one mile west of the Penewawa Station, leaving a distance of approximately one-half mile from the end of the public highway mentioned to the intersection of respondent's railway by the Horton Road, where no right-of-way for a public highway has been obtained. There is, however, a wagon trail extending across private land from the Horton Road to connect with the public road which leads on easterly to the Penewawa Station. The difference in hauling distance between the farms located in the area tributary to respondent's line via the Horton Road, to Penewawa Station and from such farms to the point where the proposed spur is desired, would be at least one mile one way and two miles a round trip. The character of the soil between Penewawa Station and the Horton Road is such that a good hard surface cannot be obtained without the expenditure of an unreasonably large sum of money. The additional

distance of two miles on the round trip haul, assuming that a good highway should be made available between the Horton Road and Penewawa Station, would prevent many of the farmers affected from making two trips per day when hauling grain from their farms to the railway, while many of such farmers will be able to make two round trips per day when hauling grain to respondent's line if the proposed spur shall be constructed. The burden on the shippers naturally tributary to respondent's line at the point where the proposed spur is desired which would result from being required to haul to Penewawa Station would be greatly in excess of any expense or inconvenience to the defendant which might arise through the construction and maintenance of the proposed spur. The grain naturally tributary to respondent's line via the Horton Road, and which would undoubtedly be delivered to respondent at the proposed spur, would be not less than 120,000 bushels annually. Without the construction of the proposed spur a large proportion of this grain would continue to go to the stations on the Oregon-Washington Railroad & Navigation Company's line, even with a good highway connecting the station of Penewawa with the Horton Road, and the freight earnings thereon to which respondent's line is naturally entitled would be lost to respondent. The freight earnings on this grain, to say nothing of freight earnings on other commodities which would undoubtedly accrue to respondent's line by reason of the maintenance of the proposed spur, will amply compensate respondent for any expense or inconvenience which may arise out of the maintenance of said spur, and will undoubtedly exceed such expense or inconvenience by a very substantial sum, and the Commission is unable to find from the evidence any reason why respondent should not be anxious to divert this traffic to which it is legitimately entitled to its own line by voluntarily providing the facility desired.

V.

1. Mr. Finch, manager of respondent's railway line, conceded on the stand that so far as physical conditions are concerned there is no reason why the proposed spur cannot be constructed and maintained at a point 500 feet west of mile post 22, which is approximately two miles west of the station at Penewawa, and the Commission finds that there is ample room on respondent's right-of-way at said point upon which to construct said spur track. The construction and maintenance of a spur track 400 feet in length on the north side of respondent's railway at said point 500 feet west of mile post 22 of said railway, together with the necessary switch connection with respondent's said railway, are necessary, practicable, can be put in and operated with safety, and the business therefor is sufficient to justify the same. That two weeks is a reasonable time to allow for the construction of said spur.

WHEREFORE, IT IS ORDERED, That respondent, within thirty (30) days from the date of service of this order upon it, construct upon its

own property on the north side of its main line, at a point 500 feet west of respondent's mile post 22, being a point approximately two miles west of Penewawa Station, in Whitman County, Washington, a spur track 400 feet in length, with switch connection with respondent's said line of railway.

IT IS FURTHER ORDERED, That complainant shall deposit with respondent a sum equal to the cost of constructing said spur track and switch connection, as estimated by respondent, within ten days from date of demand therefor and delivery of copy of such estimate to complainant. Should complainant deem the estimated cost of construction of said spur track and switch connection to be unreasonable and excessive, application may be made to the Commission to have the legitimate cost and expense of constructing such spur and switch connection determined by the Commission before such deposit is made: *Provided, however,* That the time within such spur track shall be constructed shall be automatically extended for a period equal to the time intervening between the demand upon complainant by respondent for such deposit and delivery of itemized estimate of cost to complainant, and the date upon which such deposit is made by complainant.

IT IS FURTHER ORDERED, That within thirty days after completion of said spur track and switch connection, respondent shall refund to complainant the difference, if any, between the amount so deposited by complainant with respondent and the legitimate cost and expense of constructing such spur track and switch connection. If complainant shall deem the amount retained from said deposit by respondent to be in excess of the legitimate cost and expense of constructing said spur track and switch connection, application may be made to the Commission by complainant for a further hearing, and after notice to respondent and full hearing and investigation, the Commission will determine in separate items the legitimate cost and expense of constructing said spur track and switch connection in the manner provided by statute.

September 25, 1915, supplemental order was issued as follows:

It appearing that the location specified in the Commission's order in the above entitled proceeding dated September 8, 1915, for the construction of the spur track therein mentioned, is objectionable on account of the limited space available, and complainant and respondent having advised the Commission that a satisfactory location for such spur track may be secured on the north side of respondent's railroad line at or near the intersection thereof by the Andy Horton Road referred to in said order,

IT IS ORDERED, That the Commission's order of September 8, 1915, be, and the same hereby is, modified to the extent that said spur track shall be located on the north side of the railroad line at the point where said railroad line is intersected by the Andy Horton Road, being at a point about one and one-half miles west of Penewawa Station.

No. 1941.

Investigation *re* fatal wreck July 3, 1915, near Rainier, at crossing of Northern Pacific Railway Company and Chicago, Milwaukee & St. Paul Railway Company.

Wreck investigated, testimony taken.

No. 1945.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF PUGET SOUND NAVIGATION COMPANY, *Complainant*, v. KINGSTON TRANSPORTATION COMPANY, *Defendant*.

Complaint filed July 26, 1915, *re* passenger rates between Seattle and Port Ludlow. Hearing set for Seattle September 22, 1915. No appearance, and order of dismissal therefor entered November 12, 1915.

No. 1949.

Investigation of death of Harry Mose on Northern Pacific Railway near Winlock, July 16, 1915.

Hearing had July 31, 1915, at Tacoma and findings filed August 6, 1915.

No. 1950.

Investigation of the death of Tom Carlos, at Garfield Bridge, Seattle, July 27, 1915.

Testimony filed September 7, 1915.

No. 1951.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF ATLAS LUMBER COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed August 9, 1915, *re* overcharge on fuel oil Hoto to McMurray. Commission having been advised by complainant matter had been satisfactorily adjusted, order of dismissal was entered November 13, 1915.

No. 1955.

In the matter of the adoption, promulgation and issuance of a rule requiring common carriers of passengers operating, managing and controlling railroads in the State of Washington to publish notice of change of train schedules or discontinuance of trains.

Order was issued August 18, 1915, as follows:

WHEREAS, The Public Service Commission of Washington, after considering rules, regulations and practices affecting and pertaining to the transportation of persons, observed and followed by common carriers operating, managing and controlling railroads in the State of Washington for public use in the conveyance of persons for hire, is of the opinion, and

FINDS AND CONCLUDES, That such rules, regulations and practices are unjust and unreasonable in that such common carriers change train schedules and discontinue operation of trains without sufficient notice to the public, and

That a rule requiring such common carriers to publish, by posting in all stations in this state where agents are maintained by such common carriers, notices of changes of passenger train schedules or discontinuance of trains for a period of at least ten days prior to the effective date of such changes in train schedules or discontinuance of trains, is reasonable and just and should be promulgated, issued and adopted by the Public Service Commission of Washington and observed and enforced by each and every common carrier of passengers by railroad between points in the State of Washington.

WHEREFORE IT IS ORDERED, That the following rule be, and the same is hereby adopted, promulgated and issued, namely:

That each and every common carrier operating, managing or controlling any railroad or railroads in the State of Washington for public use in the conveyance of persons for hire, between points in said state, shall publish, by posting in all stations in the state where agents are maintained by such common carrier, written or printed notice of changes of passenger train schedules or discontinuance of passenger trains for a period of at least ten days prior to the effective date of such changes in passenger train schedules or discontinuance of passenger trains.

Provided, however, That, in case of emergency, the Commission will, for good cause shown by letter or telegram, waive the provisions of this rule.

Any common carrier affected thereby and deeming the foregoing rule to be improper, unjust, unreasonable or contrary to law, may, within twenty days from the date of service of this order upon such common carrier, file objections thereto with the Public Service Commission of Washington at its offices in Olympia, Washington, specifying the particular grounds of such objections, and, upon receipt of such objections, the Commission will fix a time and place for hearing same and, after full hearing and investigation, will make such changes or modifications in said rule, if any, as the evidence may justify.

September 7 and 8, 1915, objections by Oregon-Washington Railroad & Navigation Company and Chicago, Milwaukee & St. Paul Railway Company were filed. Pending.

No. 1958.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY FUEL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed August 20, 1915, *re* failure to spot cars at "no man's spur," Seattle. Commission notified that cause has been adjusted.

No. 1968.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EAST CREEK COAL COMPANY, *Complainant*, v. TACOMA EASTERN RAILROAD COMPANY, *Defendant*.

Complaint filed September 10, 1915, *re* abandonment of train service. October 2, 1915, letter received from complainant authorizing dismissal. Order of dismissal October 4, 1915.

No. 1972.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF TAYLOR & KEMP, PROPRIETORS OF PROSSER FLOURING MILLS, *Complainants*, v. NORTHERN PACIFIC RAILWAY COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY AND CAMAS PRAIRIE RAILROAD COMPANY, *Defendants*.

Complaint filed September 13, 1915, *re* milling in transit rate on wheat via Prosser. Hearing held October 29, 1915, at Prosser. Pending.

No. 1977.

Investigation of fatal accident on Chicago, Milwaukee & St. Paul Railway near Barneston, August 20, 1915.

Report of inspector of tracks filed September 9, 1915.

No. 1980.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF TRANSPORTATION BUREAU OF THE NEW SEATTLE CHAMBER OF COMMERCE, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, GREAT NORTHERN RAILWAY COMPANY, SPOKANE, & INLAND EMPIRE RAILROAD COMPANY, IDAHO & WASHINGTON NORTHERN RAILROAD COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, SPOKANE INTERNATIONAL RAILROAD COMPANY, AND CAMAS PRAIRIE RAILROAD COMPANY, *Defendants*.

Complaint filed September 25, 1915, *re* rates on salt between Seattle, Tacoma and Everett and interior points. Orders issued September 30, October 4 and October 22, 1915, suspending proposed tariffs. Pending.

No. 1985.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF HILL LOGGING COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed October 6, 1915, *re* rate on logs and boomsticks, Bunker to Aberdeen. Pending.

No. 1990.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF E. J. STRELAU, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed November 8, 1915, *re* discriminating rates on hay and potatoes to Seattle and Tacoma from Lower Naches. Pending.

No. 1993.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed November 15, 1915, *re* fourth class L. C. L. rate Vancouver to Everett. Pending.

No. 1994.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Complaint filed November 15, 1915, *re* fourth class L. C. L. rates from Hoquiam to Everett. Pending.

No. 1995.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN EXPRESS COMPANY, *Defendant*.

Complaint filed November 25, 1915, *re* express rate on fruit and vegetables from Wenatchee to Everett. Pending.

No. 1996.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complaint filed November 25, 1915, *re* freight rate on fruit and vegetables from Wenatchee to Everett. Pending.

No. 1997.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
EVERETT COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN RAIL-
WAY COMPANY, *Defendant*.

Complaint filed November 25, 1915, *re* freight rate on canned milk
from Monroe, East Stanwood, Mt. Vernon, Kent and Auburn to Everett.
Pending.

No. 1998.

In re false billing of freight shipments by the Eclipse Mill Com-
pany and Dent Lumber Company.

October 25, 1915, resolution adopted requesting attorney general
to institute proceedings to collect penalty. Pending.

No. 1999.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
G. L. DUVALL, OSCAR ANDERSON, JEFF STEWART, A. D. ROSS AND L.
E. UNGER, *Complainants*, v. PACIFIC TELEPHONE & TELEGRAPH COM-
PANY, *Defendants*.

Complaint filed November 13, 1915, *re* installation telephone near
Bellingham. Pending.

ORDERS WAIVING STATUTORY NOTICE.

The following orders were entered by the Commission, on petition
of the utilities, permitting new tariffs to become effective immediately,
instead of effective after thirty days' notice:

No. 1368.

Northern Pacific Railway Company. Permitting application of
direct rates from points on the North Yakima & Valley Railway, ac-
count Northern Pacific Railway having acquired said property.

No. 1399.

Camas Prairie Railroad Company. Rate on ice and salt, account
error in tariff.

No. 1400.

Northern Pacific Railway Company. Rate on coal, Grand Ridge,
Issaquah and Snoqualmie to Bellingham.

No. 2301.

Northern Pacific Railway Company. Reduction in switching on agricultural implements and vehicles, from Oregon-Washington Railroad & Navigation track connection to corner Lincoln Street and Railroad Avenue, Spokane.

No. 2302.

Northern Pacific Railway Company. Reduction on potatoes between Grandview and Walla Walla.

No. 2303.

Northern Pacific Railway Company. Changed rate on apples, Prosser to Toppenish.

No. 2305.

Northern Pacific Railway Company. Reduction in class rate between Centralia and Chehalis, and Washtucna, Wash.

No. 2307.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs, Gregory to Kapowsin.

No. 2308.

Northern Pacific Railway Company. Reduction in rate on arsenic, Everett to Seattle and Tacoma.

No. 2309.

Chicago, Milwaukee & St. Paul Railway Company. Switching rates certain industry tracks, Seattle, on carload business originating at non-competitive points, consigned to Grant-Smith & Company.

No. 2311.

Chicago, Milwaukee & St. Paul Railway Company. Certain less than carload rates between Seattle and points on the Port Angeles and Lake Crescent Railway.

No. 2312.

Chicago, Milwaukee & St. Paul Railway Company. Reinstate rate on crude arsenic, Everett to Seattle and Tacoma.

No. 2313.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rates on logs from Dryad and Mays to Kapowsin, Wash.

No. 2314.

Great Northern Railway Company. Reduction in rate on crude arsenic, carloads, Everett to Seattle and Tacoma, Wash.

No. 2315.

Northern Pacific Railway Company. Reduction in rate on lumber from Sixth Avenue to Tacoma, Wash.

No. 2316.

Northern Pacific Railway Company. Reduction in rate on sewer pipe from Spear to Attalia, Wash.

No. 2317.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on sawmill machinery from Seattle to Ranger, Wash.

No. 2320.

Great Northern Railway Company. Through rates on forest products between Coast and Spokane districts and stations on line north of Wenatchee, Wash., Olds to Oroville, Wash.

No. 2322.

Great Northern Railway Company. Reduction in rate on saw logs, carloads, from Index to Everett, Wash.

No. 2324.

Northern Pacific Railway Company. Reduction in rate on lumber, carloads, between Raymond and South Bend, Wash.

No. 2326.

Northern Pacific Railway Company. Reduction in rate on flour and mill feed from Ritzville to Seattle, Wash.

No. 2328.

Northern Pacific Railway Company. Reduction in switching rate on lumber from Oregon-Washington Railroad & Navigation Company connection to White Pine Sash Company's plant, Spokane, Wash.

No. 2331.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on lime from Limestone to Camas, Wash.

No. 2332.

Great Northern Railway Company. Reduction in rate on sand and gravel from Fort Wright to Spokane, Wash.

No. 2333.

Great Northern Railway Company. Reduction in rate on cement from Concrete to Seattle, Wash.

No. 2334.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on apples from Neppel to Seattle and Tacoma, Wash.

No. 2336.

Seattle, Port Angeles & Western Railway Company. Reduction in rate on logs from Erickson Spur to Bayside, Wash.

No. 2340.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rates on waste paper, carloads, from Bellingham, Seattle and Tacoma to Sumner, Wash.

No. 2341.

Great Northern Railway Company. Reduction in rate on logs also minimum, from Index to Everett, Wash.

No. 2342.

Idaho & Washington Northern Railroad Company. Reduction in rate on logs from Blueslide to Ione, Wash.

No. 2343.

Northern Pacific Railway Company. Reduction in rate on ice from Parkwater to Spokane, Wash.

No. 2344.

Northern Pacific Railway Company. Reduction in rate on rails from Ostrander to Kerriston, Wash.

No. 2345.

Idaho & Washington Northern Railway Company. Reduction in rate on logs from Metaline Falls to Ione, Wash.

No. 2346.

Northern Pacific Railway Company. Reduction in rate on lumber, paving blocks, poles, etc., Parkwater to Spokane, Wash.

No. 2348.

Columbia & Puget Sound Railway Company. Reduction in switching rate on waste mine rock from Coal Creek to dumping tracks in Coal Creek Yard; and between Coal Creek and Newcastle, Wash.

No. 2349.

Northern Pacific Railway Company. Reduction in switching rate on furniture from Great Northern Railway Company's track connection to corner of Adams and Railroad Avenues, Spokane, Wash.

No. 2350.

Great Northern Railway Company. Reduction in rate on waste paper from Seattle, Tacoma, Everett and Bellingham to Sumner, Wash.

No. 2351.

Northern Pacific Railway Company. Reduction in rate on saw logs from Veazie to Puyallup, Wash.

No. 2352.

Northern Pacific Railway Company. Reduction in rate on saw logs from McDougal to Selleck, Wash.

No. 2353.

Seattle, Port Angeles & Western Railway Company. Reduction in rates on slabwood, Bayside to Colville, Ramapo, Hilda and Earles, Wash.

No. 2358.

Northern Pacific Railway Company. Reduction in rates on livestock, carloads, between Spokane and Grandview and Sunnyside, Wash.

No. 2359.

Northern Pacific Railway Company. New switching rate on logs, Joe Creek Spur, Wash.

No. 2361.

Northern Pacific Railway Company. Reduction in rate on sewer pipe from Spear and Spokane to Walla Walla and Wallula, Wash.

No. 2362.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on logs, carloads, Groves to Aberdeen, Wash.

No. 2363.

Seattle, Port Angeles & Western Railway Company. Rates on millwood, cordwood, etc., between all stations on said railroad.

No. 2364.

Chicago, Milwaukee & St. Paul Railway Company. Rate on fuel oil in tank cars from Seattle to Majestic and Earles, Wash.

No. 2365.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rates fuel oil in tank cars from Tacoma to Sumner, Wash.

No. 2366.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on tin plate, carloads, Seattle to Kent, Wash.

No. 2367.

Great Northern Railway Company. Reduction in rate on tin plate, carloads, Seattle to Kent, Wash.

No. 2368.

Great Northern Railway Company. Reduction in rate on fuel oil in tank cars, Tacoma to Sumner, Wash:

No. 2369.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on tin plate, carloads, Seattle to Kent, Wash.

No. 2370.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on petroleum fuel oil, Tacoma to Sumner, Wash.

No. 2371.

Northern Pacific Railway Company. Reduction in rates on hay and straw from Rosalia, Farmington, Oakesdale, Garfield and Palouse to Spokane, Wash.

No. 2373.

Northern Pacific Railway Company. Reduction in rate on tin plate, carloads, Seattle to Kent, Wash.

No. 2374.

Northern Pacific Railway Company. Reduction in rate on logging trucks, Clear Lake to Renton, Wash.

No. 2375.

Northern Pacific Railway Company. Reduction in rate on saw logs (except hardwood) Akers to Vancouver, Wash.

No. 2376.

Northern Pacific Railway Company. Rate on saw logs (except hardwood), carloads and trainloads, Middleton to South Aberdeen, Wash.

No. 2379.

Northern Pacific Railway Company. Reduction in rate on logging outfit (including rails), carloads, Wrenwood to Everett, Wash.

No. 2382.

Northern Pacific Railway Company. Milling-in-transit rate, Cheney, Wash.

No. 2383.

Northern Pacific Railway Company. Rate on saw logs (except hardwood) in train loads of ten or more cars, Loggie to Bellingham, Wash.

No. 2384.

Northern Pacific Railway Company. Reduction in rate on brick from Spokane to Walla Walla and Attalia, Wash.

No. 2385.

Bellingham & Northern Railway Company. Reduction in rate on cement from Bellingham to Cornwall, Wash.

No. 2386.

Northern Pacific Railway Company. Reduction in rate on sand and gravel from Spokane to Pullman, Wash.

No. 2387.

Great Northern Railway Company. Switching rates between Great Northern Dock or Port Commission Dock and industries on tracks of Great Northern Railway; also point of connection with transfer tracks of connecting lines when from or to industries located on such connecting lines.

No. 2390.

Northern Pacific Railway Company. Rate on sheep in trainloads, Prosser to Spokane, Wash.

No. 2391.

Great Northern Railway Company. Switching rate on logs, in lots of fifteen cars or more, from connection with Rucker Bros.' logging road to connection with Northern Pacific Railway at Kruse's Spur (Snohomish County), Wash.

No. 2392.

Chicago, Milwaukee & St. Paul Railway Company. Rate on brick, common, paving, pressed and vitrified, between Seattle and Tacoma, Wash.

No. 2393.

Great Northern Railway Company. Reduction in rates on brick and terra cotta from Clayton to Walla Walla, Wash.

No. 2394.

Great Northern Railway Company. Reduction in rate on sand and gravel from Fort Wright to Spokane, Wash.

No. 2395.

Great Northern Railway Company. Switching rate on lumber from Oregon-Washington Railroad & Navigation connection to Washington Mill Company, Spokane, Wash.

No. 2396.

Northern Pacific Railway Company. Rate on sheep, trainloads, Kiona to Spokane, Wash.

No. 2398.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rates on berry crates, carloads, from North Puyallup to Bellingham, Everson, Lynden and Sumas, Wash.

No. 2399.

Northern Pacific Railway Company. Reduction in rates on berry crates, carloads, from Puyallup to Everett, Bellingham, Nooksack and Sumas, Wash.

No. 2402.

Great Northern Railway Company. Reduction in rates on berry crates Puyallup to Bellingham, Wash.

No. 2403.

Great Northern Railway Company. Reduction in rate on ore, carloads, from Danville to Tacoma, Wash.

No. 2404.

Northern Pacific Railway Company. Reduction in rate on sand and gravel from Irvin to Spokane, Wash.

No. 2405.

Chicago, Milwaukee & St. Paul Railway Company. Amendment providing for absorption of Northern Pacific switching charges at Seattle or Tacoma on traffic originating at "Regal."

No. 2406.

Northern Pacific Railway Company. Reduction in rate on lumber from Machias to Everett, Wash.

No. 2410.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on stone, carloads, from Alder to South Aberdeen, Wash.

No. 2411.

Northern Pacific Railway Company. Reduction in rate on livestock from Grandview to Prosser, Wash.

No. 2412.

Northern Pacific Railway Company. Reduction in rate on sheep, trainloads, fifteen or more cars, between Kennewick and Pateros, Wash., via Adrian, Wash.

No. 2417.

Northern Pacific Railway Company. Reduction in switching rate from Powell Sanders Warehouse to Grote-Rankin Warehouse, on carload freight, Spokane, Wash.

No. 2419.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on meats, lard and tallow between Seattle and Tacoma, Wash.

No. 2420.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on piling from Lindberg to Tacoma, Wash.

No. 2423.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs from Cedar Falls to Everett, Wash.

No. 2424.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on shale from Sand Creek Spur to Metaline Falls, Wash.

No. 2427.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on stone, carloads, from Seattle to South Aberdeen, Wash.

No. 2429.

Great Northern Railway Company. Reduction in rates on coal and coal briquettes from Briquetteville and Renton to Spokane, Thornton, Colfax and Garfield, Wash.

No. 2430.

Northern Pacific Railway Company. Reduction in rate on wood from Hobart to Kent, Wash.

No. 2434.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs, from Morgan to Helsing Junction, Wash.

No. 2436.

Camas Prairie Railroad Company. Reduction in rate on fresh fruit from specified points on said road to Wawawai and Bishop, Wash.

No. 2437.

Seattle, Port Angeles & Western Railroad Company. Reduction in rate on logging road crossties from Bayside to Earles, Wash.

No. 2438.

Chicago, Milwaukee & St. Paul Railway Company. Publication certain short line distance table.

No. 2439.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on stone from Tenino to South Aberdeen, Wash.

No. 2440.

Northern Pacific Railway Company. Reduction in rate on logs from Loggie to Bellingham, Wash., in trainloads, twenty cars or more.

No. 2441.

Northern Pacific Railway Company. Reduction in rate on powder from Dupont to Snohomish, Wash.

No. 2442.

Northern Pacific Railway Company. Reduction in rate on cherries in brine from Kennewick, Grandview, Dalton and North Yakima to Puyallup and Sumner, Wash.

No. 2443.

Great Northern Railway Company. Reduction in rate on sand and gravel from Fort Wright to Spokane, Wash.

No. 2444.

Northern Pacific Railway Company. Reduction in rate on water-melons from Simcoe Branch points to Seattle and Tacoma, Wash.

No. 2445.

Northern Pacific Railway Company. Reduction in rate on cheese, carloads, from Kalama to Tacoma, Wash.

No. 2446.

Great Northern Railway Company. Reduction in switching rate Kruse's Spur (Snohomish County) to connection with Northern Pacific Railway tracks.

No. 2447.

Great Northern Railway Company. Reduction in rate on cheese, carloads, Kalama to Tacoma, Wash.

No. 2448.

Northern Pacific Railway Company. Reduction in distance rates on hardwood lumber, as shown in Supplement 29-C, Section 3 to Tariff 2010-A.

No. 2452.

Seattle, Port Angeles & Western Railway Company. Reduction in rates on lumber from Bayside to Earles and Ramapo, Wash.; and on milk and cream to Port Angeles from all stations.

No. 2453.

Port Townsend & Puget Sound Railway Company. Reduction in local passenger fares to certain stations.

No. 2454.

Northern Pacific Railway Company. Reduction in through rate on vegetables taking Class C in Western Classification, Blalock to Spokane, Wash.

No. 2458.

Northern Pacific Railway Company, Chicago, Milwaukee & St. Paul Railway Company, Oregon-Washington Railroad & Navigation Company, and Great Northern Railway Company. Reduction in rate on structural iron from Puget Sound points to Spokane, Wash.

No. 2459.

Oregon-Washington Railroad & Navigation Company. Reduction in rates on fresh fruits, carloads for precooling, from Grandview, etc., to Zillah, Wash.

No. 2460.

Oregon-Washington Railroad & Navigation Company. Reduction in refrigeration charge, fresh fruit, carloads, to and from consolidating points in State of Washington.

No. 2461.

Northern Pacific Railway Company. Reduction in rate on donkey engines from Pe Ell to McCormick, Wash.

No. 2462.

Great Northern Railway Company. Reduction in rate on magnesium sulphate from Oroville to Seattle, Wash.

No. 2463.

Northern Pacific Railway Company. To restore switching rates on shipments destined beyond Seattle to basis of original tariff, account typographical error.

No. 2464.

Northern Pacific Railway Company. Reduction in switching rate on coal from mines to ovens, Wilkeson Coal & Coke Company, Wilkeson, Wash.

No. 2465.

Great Northern Railway Company. Reduction in rate on fertilizer, etc., between Seattle, Tacoma, Everett, Centralia and Spokane, Garfield, Colfax and Palouse, Wash.

No. 2466.

Spokane & Inland Empire Railroad Company. Reduction in rates on lumber from Spokane to Spear and Dishman, Wash.

No. 2467.

Great Northern Railway Company. Reduction in through rates on forest products even grade over Oroville, Wash.

No. 2468.

Northern Pacific Railway Company. Reduction in rate on logs from Covington to Deringer, Wash.

No. 2469.

Oregon-Washington Railroad & Navigation Company. Reduction in switching rate on lumber at Spokane, Wash.

No. 2471.

. Northern Pacific Railway Company. Reduction in rate on sand and gravel from Mack to Elma, Wash.

No. 2472.

Northern Pacific Railway Company. Reduction in rate on apples from Sumner and Puyallup to North Yakima, Wash.

No. 2473.

Northern Pacific Railway Company. Reduction in rate on wood fibre from Tacoma to Seattle, Wash.

No. 2474.

Northern Pacific Railway Company. Reduction in rate on sash, restoring same to fourth class.

No. 2475.

Columbia & Puget Sound Railroad Company. Reduction in rate on water, carloads, Renton to Coal Creek, Wash.

No. 2477.

Great Northern Railway Company. Reduction in rate on wood fibre, carloads, Tacoma to Seattle, Wash.

No. 2478.

Northern Pacific Railway Company. Reduction in rate on sawmill machinery from Covington to Seattle, Wash.

No. 2480.

Northern Pacific Railway Company. Reduction in rate on hollow building tile, Seattle and Tacoma to Walla Walla, Wash.

No. 2481.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on hollow building tile from Seattle and Tacoma to Walla Walla, Wash.

No. 2483.

Northern Pacific Railway Company. Reduction in rate on sand and gravel from Forest to Green Creek, Wash.

No. 2485.

Yakima Valley Transportation Company. Reduction in rate on hay, carloads, between North Yakima and Harwood, Wiley City and Taylor, Wash.

No. 2486.

Northern Pacific Railway Company. Reduction in rate on fruit and vegetables from Harrah to certain consolidation points this state.

No. 2487.

Great Northern Railway Company. Reduction in rate on fish, dried or salted, from Bellingham to Spokane, etc.

No. 2493.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on fish, dried or salted, from Bellingham to Spokane, Wash.

No. 2494.

Northern Pacific Railway Company. Reduction in rate on smoked fish from Bellingham and Everett to interior points, in this state.

No. 2495.

Northern Pacific Railway Company. Change in diversion and re-consignment practice.

No. 2496.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in log rate between Tacoma Eastern Railroad stations, Bismarck and south.

No. 2497.

Great Northern Railway Company. Reinstatement of dunnage weight in connection with powder and high explosives.

No. 2498.

Spokane, Portland & Seattle Railway Company. Reduction in rate on cantaloupes from Longview to Kennewick, Wash.

No. 2499.

Tacoma Eastern Railroad Company. Reduction in rate on gravel, carloads, from Eatonville to Morton, Wash.

No. 2500.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on paving brick, carloads, from Renton to Bellingham, Wash.

No. 2501.

Northern Pacific Railway Company. Establishing refrigeration and precooling charge on consolidation of fruit and vegetables, between stations, Ellensburg to North Yakima.

No. 2502.

Northern Pacific Railway Company. Reduction in rate on rails from Bryant to Pilchuck.

No. 2503.

Tacoma Eastern Railroad Company. Reduction in rate on building tile, Clay City to Tacoma.

No. 2505.

Washington Western Railway Company. Reduction in rate on coal from Machias to Woodruff.

No. 2506.

Great Northern Railway Company. Reduction in rate on logs, Napavine to Chehalis.

No. 2507.

Great Northern Railway Company. Applying long ton rate on coal from Briquetteville and Renton to various stations on said line; to correct error in old tariff.

No. 2508.

Northern Pacific Railway Company. Reduction in rate on sewer pipe from Spear to Cheney.

No. 2509.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rates on livestock, stations Marengo to Squaw Canyon, inclusive, and Spokane.

No. 2510.

Spokane, Portland & Seattle Railway Company. Reduction in rate on iron and steel rails, Pasco and Vancouver to Klickitat.

No. 2511.

Chicago, Milwaukee & St. Paul Railway Company. Joint one-way fares between points on the Chicago, Milwaukee & St. Paul Railway and new stations on Puget Sound & Wallapa Harbor Railway.

No. 2512.

Northern Pacific Railway Company. Reduction in rate on coal from Wilkeson group of mines to Machias.

No. 2513.

Tacoma Eastern Railroad Company. Reduction in rate on logs, restoring old rate.

No. 2514.

Northern Pacific Railway Company. Reduction in rate on brick, Palouse to Garfield.

No. 2515.

Northern Pacific Railway Company. Reduction in rate on sheep, Pateros to Kennewick.

No. 2516.

Great Northern Railway Company. Reduction in rate on fruit and vegetables, Patterson and Whitcom to Everett, Snohomish, Bellingham, Sedro Woolley and Seattle.

No. 2517.

Puget Sound & Willapa Harbor Railway Company. Reduction in rate on logs (except hardwood), carload, from P. & E. junction to Willapa.

No. 2519.

Great Northern Railway Company. Reduction in rate on barrels and drums, empty, by change of classification.

No. 2520.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on lumber from Bayside to Seattle and from Seattle to Tacoma.

No. 2521.

Northern Pacific Railway Company. Reduction in rate on sand and gravel from Centralia to Grand Mound.

No. 2522.

Northern Pacific Railway Company. Grazing in transit rates for sheep, joint, from Portland, Ore., Vancouver, Tacoma, Seattle and Everett to points on the Spokane, Portland & Seattle Railway.

No. 2523.

Northern Pacific Railway Company. Reduction in rate on logs, Yacolt to Vancouver.

No. 2524.

Northern Pacific Railway Company. Reduction in rate on logs from Middleton to Stearnsville.

No. 2525.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on clay building blocks from Clay City to Norlum.

No. 2526.

Great Northern Railway Company. Weighing charge in connection with switching rate, coke, from Fremont to Great Northern Dock, Seattle.

No. 2529.

Chicago, Milwaukee & St. Paul Railway Company. Provision for diversion and reconsignment of lumber from Coast to Washington and Idaho points, uniform with practice of other roads. Correcting error in tariff.

No. 2530.

Great Northern Railway Company. Reduction in rate on logs from spur one mile west of Sedro Woolley to Sedro Woolley.

No. 2533.

Northern Pacific Railway Company. Publication of rate on storage of potatoes in transit at North Yakima.

No. 2534.

Northern Pacific Railway Company. Reduction in rate on coal from Pocahontas to Fairfax.

No. 2535.

Tacoma Eastern Railroad Company. Reduction in rate on fire brick from Clay City to Tacoma.

No. 2536.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on logs between Saginaw and Montesano.

No. 2538.

Northern Pacific Railway Company. Reduction in rate on arsenic from Everett to Tacoma.

No. 2539.

Great Northern Railway Company. Reduction in rate on arsenic from Everett to Tacoma and Seattle.

No. 2540.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on arsenic from Everett to Seattle and Tacoma.

No. 2541.

Great Northern Railway Company. Amendment No. 4 to Sleeping Car Tariff No. 24 to the effect that additional number of rail tickets required for exclusive occupancy of compartments and drawing rooms in sleeping cars does not apply locally in the State of Washington.

No. 2543.

Northern Pacific Railway Company. Reduction in rate on cement from Spokane to Medical Lake, Wash.

No. 2544.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs from Trude to Selleck, Wash.

No. 2545.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on box shooks, carloads, Raymond to Mount Vernon, Wash.

No. 2546.

Great Northern Railway Company. Reduction in rate on logs from Skagit River Logging Company (one mile east of Hamilton) to Sedro Woolley.

No. 2547.

Great Northern Railway Company. Extension of Spokane switching rate time limit.

No. 2548.

Northern Pacific Railway Company. Reduction in rate on scrap plaster moulds, from Dennys to Seattle, Wash.

No. 2550.

Great Northern Railway Company. Reduction in rate on paper from Millwood to Bellingham, Wash.

No. 2551.

Northern Pacific Railway Company. Reduction in rate on saw logs from Hazel and Wickersham to McMurray, Wash.

No. 2552.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on logs from Centralia to Aberdeen and Hoquiam, Wash.

No. 2556.

Northern Pacific Railway Company. Reduction in rate on saw logs, Tenino to Centralia, Wash.

No. 2557.

Northern Pacific Railway Company. Reduction in rate on saw logs from Wickersham to Bellingham, Wash.

No. 2558.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on logs from Tenino to Centralia, Wash.

No. 2559.

Yakima Valley Transportation Company. Rates for consolidation of shipments at new stations; also same rates to apply to exhibits for other fairs as applies to Washington State Fair.

No. 2560.

Bellingham & Northern Railway Company. Reduction in rate on hydrated lime, carloads, from Limestone to Sumas, Wash., when destined to points on the Great Northern Railway and the Northern Pacific Railway, State of Washington.

No. 2561.

Puget Sound Electric Railway. Reduction in certain suburban passenger fares on Renton suburban trains.

No. 2562.

Chicago, Milwaukee & St. Paul Railway Company. Rate on emergency movement on the Seattle, Port Angeles & Western Railway to hospital at Port Angeles.

No. 2563.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs between Wilson Spur and Helsing Junction, Wash.

REFUNDS.

Orders permitting refunds were issued as follows:

No. 1441.

Oregon-Washington Railroad & Navigation Company. Order permitting refund on two carloads of wheat, from Interior to Bellingham, Wash.

No. 1442.

Chicago, Milwaukee & St. Paul Railway Company. Order denying refund on 134 cars of logs to basis of 6,500 feet, moving between May 28 and July 12, 1914.

No. 1443.

Spokane, Portland & Seattle Railway Company. Order permitting refund on fifteen carloads fir lumber moving from Doty to Spokane, Wash., between April 20 and July 25, 1914.

No. 1444.

Northern Pacific Railway Company. Order permitting refund on two cars of hay, from Bow to Carnation, Wash., October 3, 1914.

No. 1445.

Chicago, Milwaukee & St. Paul Railway Company. Order waiving the long and short haul provisions of the statute as applying between Seattle and Tacoma.

No. 1446.

Chicago, Milwaukee & St. Paul Railway Company. Order waiving long and short haul clause of the statute as it relates to distances between Centralia and Chehalis, and various stations named in said order.

No. 1447.

Chicago, Milwaukee & St. Paul Railway Company. Order waiving long and short haul clause of the statute in so far as it applies to class rates between Centralia and Chehalis (stations on the new line, Puget Sound & Willapa Harbor Railway) and Everett, and certain other stations set out.

No. 1448.

Chicago, Milwaukee & St. Paul Railway Company. Order waiving long and short haul clause of statute as regards class rates between Everett and Joy Siding, Mays, Dryad and Doty, Wash.

No. 1449.

Oregon-Washington Railroad & Navigation Company. Permission to write off their books icing charge of \$7.50 on carload of fruit, North Yakima to Spokane.

No. 1450.

Chicago, Milwaukee & St. Paul Railway Company. Order waving long and short haul clause of statute in publication of short line distance rates between Mays, Dryad and Doty, Wash., and stations located on the line of Chicago, Milwaukee & St. Paul Railway, and Bellingham & Northern Railway.

No. 1451.

Great Northern Railway Company. Order authorizing protection of certain rates between certain specified dates, due to typographical error in tariff.

No. 1452.

Oregon-Washington Railroad & Navigation Company. Order authorizing refund of excess charges on certain carload of barley moving from Whetstone to Prosser, Wash.

No. 1453.

Yakima Valley Transportation Company. Order authorizing refund of excessive charge on certain carload of oil moving from Congdon to Orchard, Wash. No tariff published at time of movement to cover.

No. 1454.

Northern Pacific Railway Company. Order authorizing protection of Tacoma rate on certain shipment of hay from Naches to South Tacoma, Wash.

No. 1455.

Northern Pacific Railway Company. Order authorizing refund of excessive charge on certain shipment of hay, Naches to Lakeview, Wash.

No. 1456.

Spokane, Portland & Seattle Railway Company. Order authorizing protection of actual weight on five carloads of lumber moving from Wahkiakus to Goldendale between certain dates on account of operating department declining to permit the loading of cars to a height sufficient to make up the minimum weight of 60,000 pounds.

No. 1457.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of rate on logs moving between Loveland and Kapowsin, Wash., moving in January and February, 1914, on the basis of rates provided for a distance of fifteen miles.

No. 1458.

Columbia & Puget Sound Railroad Company. Order authorizing refund of excess charges on nine cars of sewer pipe moving from Taylor to Sunnyside and Prosser on certain specified dates.

No. 1459.

Great Northern Railway Company. Order authorizing protection of a rate of fifty-nine cents per hundred pounds on grain bags moving Seattle to Rosalia, Wash., between July 17 and 24, 1914.

No. 1460.

Northern Pacific Railway Company. Order authorizing protection of actual weight on shipment of certain carload of posts, Weston to Parker, Wash., on account of car loaded to full visible capacity, and failure of shipper to certify on bill of lading.

No. 1461.

Northern Pacific Railway Company. Order authorizing protection of Aberdeen to Olympia rate on four carloads of machinery moving South Aberdeen to Olympia, Wash., account of no facilities for handling at Aberdeen from scow to rail.

No. 1462.

Northern Pacific Railway Company. Order authorizing refund of excessive charge on a certain carload of livestock exhibited at Puyallup and returned to Montesano via Elma, Wash.

No. 1463.

Great Northern Railway Company. Authorizing refund of excessive charge on eight certain cars of petroleum oil and gasoline moving from Richmond Beach to Spokane, Wash.

No. 1464.

Seattle, Port Angeles & Lake Crescent Railway Company. Authority to make refund of excessive charges on certain shipment of carload of coal, Bayside to Hilda, Wash.

No. 1465.

Northern Pacific Railway Company. Order authorizing refund to the basis of the combination of the Northern Pacific Railway Company and Great Northern Railway Company rates on certain shipment of car wheels from South Tacoma to Sedro Woolley, Wash.

No. 1466.

Oregon-Washington Railroad & Navigation Company. Authorizing protection of minimum on five carloads sand and gravel, moving from Elliott to Auburn, Wash., between certain specified dates.

No. 1467.

Northern Pacific Railway Company. Order granting authority to disregard the long and short haul clause of the statute on a certain movement of livestock, Grandview to Pasco, Wash.

No. 1468.

Columbia & Puget Sound Railway Company. Authorizing refund of \$76.30 account of error in routing shipment of sewer pipe Taylor to Raymond, Wash., moving August, September and October, 1914.

No. 1469.

Northern Pacific Railway Company. Order authorizing refund of overcharge on a certain shipment of sewer pipe moving from Taylor to South Bend, Wash.

No. 1470.

Oregon-Washington Railroad & Navigation Company. Authorizing refund of demurrage charges on a certain shipment of carload of logs, moving from Tono to Groves, Wash.

No. 1471.

Puget Sound Electric Railway Company. Order authorizing suspension of long and short haul clause of statute *re* certain week-end passenger fares between Seattle and Tacoma, Wash.

No. 1472.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of twenty-cent rate on shale moving from Sand Creek Spur to Metaline Falls, Wash., account of misapprehension of tariff.

No. 1473.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing refund on certain shipment of piling, moving from Lindberg to Mineral, Wash.

No. 1474.

Great Northern Railway Company. Order authorizing refund on three certain cars of cement moving from Irvin to Springdale, Wash.

No. 1475.

Great Northern Railway Company. Order authorizing protection of "Class D" rate on two carloads of salt, moving from Spokane to Colville, and from Spokane to Laurier, Wash., moving certain specified dates.

No. 1476.

Yakima Valley & Transportation Company. Order authorizing refund to basis of \$10.00 per car on twenty-seven carloads of sand and gravel moving from Fruitvale to Fairview and Walker, Wash., between certain specified dates. Account no tariff provision covering.

No. 1477.

Northern Pacific Railway Company. Order authorizing protection of two-cent rate on donkey engines, carload lots, moving between Pe Ell and McCormick, Wash., between certain specified dates.

No. 1478.

Northern Pacific Railway Company. Order authorizing refund to basis of 1.8 cents per one hundred pounds on shipments of hard wood logs for distances not over twenty miles, between certain specified dates. Account no tariff rate covering.

No. 1479.

Northern Pacific Railway Company. Order authorizing protection of actual weight on certain shipment of fence posts from Puyallup River to Wapato, Wash., moving May 12, 1915.

No. 1480.

Oregon-Washington Railroad & Navigation Company. Order authorizing protection of three cent rate on certain movement of barley sprouts, Tacoma to Sumner, between certain specified dates. Commodity inadvertently omitted in tariff.

No. 1481.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing refund on certain shipment of lumber, carloads, moving from Everett to Renton, between certain specified dates.

No. 1482.

Chicago, Milwaukee & St. Paul Railway Company. Order granting authority to disregard the long and short haul clause of the statute in connection with the Puget Sound & Willapa Harbor Railway Company.

No. 1483.

Northern Pacific Railway Company. Order authorizing the Columbia & Puget Sound Railway Company to refund to the Northern Pacific Railway Company certain sums collected as penalty for weight in excess of 110 per cent of marked capacity of certain cars moving between Jan. 1 and June 1, 1910.

No. 1484.

Northern Pacific Railway Company. Order authorizing refund on shipment of sand and gravel, carloads, from Forest to Green Creek, Wash., moving Aug. 18, 1915.

No. 1485.

Great Northern Railway Company. Order authorizing refund on sand and gravel, carloads, Fort Wright to Spokane, moving between certain specified dates.

No. 1486.

Northern Pacific Railway Company. Order authorizing refund on cordwood moving between Rainier and Tacoma, between certain specified dates.

No. 1487.

Northern Pacific Railway Company. Order authorizing refund to basis of fifty cents per ton on asphalt as a wharfage loading and handling charge at Tacoma, Wash., on certain shipment moving June 20, 1915.

DISPOSITION OF CASES DECIDED AND STATUS OF PENDING CASES AFFECTING ELECTRIC RAILWAY COMPANIES.

No. 18.

RAILWAY COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND
ELECTRIC RAILWAY, *Defendant*.

Complaint was filed by the Commission in August, 1908, with respect to the station facilities of the company at Sproule and Bluff. Following a hearing, the matter of an order affecting Bluff Station was continued indefinitely on September 21, 1908.

On November 24, 1914, complaint was made by patrons of the company, and hearing was had December 4, 1914, at Tacoma, at which time the company offered to make such changes in the location and approaches to Bluff Station as were satisfactory to the patrons.

No. 744.

PUBLIC SERVICE COMMISSION OF THE STATE OF WASHINGTON ON RELATION
OF D. LUNKLEY, ANDREW SIMONS, AND F. H. MCCLELLAN, *Complainants*, v. TACOMA RAILWAY & POWER COMPANY, *Defendant*.

The complaint filed with the Commission in this case charged the rates from Spanaway (Lake Park), to the city limits of the city of Tacoma were prohibitive, exorbitant and excessive. Hearing was held at Tacoma on November 10, 1913, and parties to the proceeding allowed time within which to file briefs. Pending.

No. 879.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE CITIZENS' PROGRESSIVE CLUB OF COSMOPOLIS, *Complainant*, v.
THE GRAYS HARBOR RAILWAY & LIGHT COMPANY, *Defendant*.

Complaint was filed with the Commission praying for an order fixing and establishing certain passenger rates between Aberdeen and Cosmopolis. The case was continued pending the valuation of the properties of the respondent company.

Valuation hearing was held at Aberdeen on June 4, 5, and 6, and at Olympia on June 8 and 9, 1914. Valuation findings were made. (See Cause No. 1709.)

November 8, 1915, the Commission made its findings of fact and order, finding that the respondent's single trip rate of 10c for persons traveling in either direction between points in Cosmopolis and points in Aberdeen, or points in South Aberdeen, is unjust, unfair, unrea-

sonable, excessive, and unduly and unreasonably preferential, and that such rate be cancelled, discontinued and eliminated, and respondent was ordered to desist from collecting more than 5c per single trip for persons traveling in either direction between such points.

The company was ordered to file a tariff covering such rates within thirty days from date of service of order.

No. 1525.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CENTRAL IMPROVEMENT LEAGUE, *Complainant*, v. TACOMA RAILWAY & POWER COMPANY AND PACIFIC TRACTION COMPANY, *Respondent*.

Hearing held at Tacoma, testimony introduced and parties allowed time to file briefs. Pending.

Nos. 1539, 1648, 1801 Consolidated.

F. W. BROWNE, *Complainant*, v. PACIFIC NORTHWEST TRACTION COMPANY, *Respondent*. No. 1539. PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF O. J. TRAVIS, ET AL., *Complainant*, v. PACIFIC NORTHWEST TRACTION COMPANY, EVERETT RAILWAY, LIGHT & WATER COMPANY, AND PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Respondents*. No. 1648. THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC NORTHWEST TRACTION COMPANY, *Defendant*. No. 1801.

Opinion was filed December 24, 1914, as follows:

On July 18, 1913, F. W. Browne complained to the Public Service Commission of the State of Washington of the passenger and freight rates of the defendant company, of the commutation tickets issued by the company and of the failure of the defendant company to carry trunks and baggage without cost. On December 27, 1913, O. J. Travis and others complained of the freight rates, of the commutation fares, and of the rates of the company, claiming the rates to be exorbitant, extortionate and excessive, and that they worked great hardship upon the public and patrons of the line and prevented the development of the country. These two cases were consolidated by the Public Service Commission, and thereafter and on October 26, 1914, a valuation notice was served upon the defendant company as a basis for ascertaining the value of the property described in complaints Nos. 1539 and 1648, and for the purpose of investigating said complaints and establishing a fair, reasonable and adequate rate on said line. All of the above cases were consolidated.

For convenience in this opinion the defendant will be referred to as the "Company."

All of the stock of the Company is owned by the Puget Sound Traction, Light & Power Company, and it is a part of a system of public utilities operated by what is known as the "Stone-Webster Manage-

ment Association of Boston, Massachusetts." Before the investigation the Company requested the Public Service Commission to value the road between Bellingham and Mt. Vernon in Whatcom and Snohomish Counties as a part of the road between the cities of Everett and Seattle, in Snohomish and King Counties. This request was denied by the Commission. The original complaint upon which this proceeding was based was directed against the road between the cities of Everett and Seattle. The roads are approximately thirty miles apart, and have no physical connection, nor does one road contribute to the traffic of the other. The reasons urged by counsel for considering these two roads as one unit are:

First: That some time in the past the Company intended to make physical connection between the two roads.

Second: That the roads are owned by the same Company.

Third: A bond issue is secured by the two roads.

Fourth: The road between the cities of Everett and Seattle is profitable; the one between Bellingham and Mt. Vernon does not pay.

Fifth: The methods of bookkeeping adopted by the Company.

The Commission considered each of these arguments long prior to the hearing and notified the Company in writing that the road between Everett and Seattle would be valued alone, and as one unit, and that evidence of the value of the other road would not be considered, except in so far as it was material to ascertain the value of the road between the cities of Seattle and Everett. The Commission does not believe that the patrons of the road between the cities of Everett and Seattle should be assessed to permit the Company to make a return on a road thirty miles distant, and which in no way contributes to the traffic of the Everett-Seattle road.

Should the Company build a road between the cities of Ellensburg and Tacoma would the patrons of that road also be expected to contribute to the Bellingham-Mt. Vernon deficit?

Are the patrons of a utility required to guarantee a return upon all the properties of a company when they use a part?

Individual corporations in this state own properties so widely separated that to adopt such a rule would end regulation for all practical purposes. Patrons of a utility in one part of the state would be required to bear the burden of other sections. We might be required even to go into foreign states and nations. The Pacific Coast Company owns a railroad in the State of Washington, another in the State of California, and for all practical purposes they have as much in common as these two roads. Many other instances could be cited. The Puget Sound Traction, Light & Power Company owns the Puget Sound Electric Railway, The Yakima Water Company, The Pacific Northwest Traction Company, The Diamond Ice & Storage Company, The Western Washington Power Company, and indirectly the Pacific Traction Company, the Tacoma Railway & Power Company, the Puget Sound International Railway & Power Company, the Everett Railway, Light &

Water Company, the Washington Electric Company and the Skagit Power Company. Is it to be held that in order to value any one of these properties it shall be necessary for the Commission to value every other property, including the parent property, the Puget Sound Traction, Light & Power Company? Each unit and each locality must bear its own burdens until the roads become one by physical connection; then each part contributes to the other and a sound reason for one valuation and a through rate exists.

Session Laws of 1911, Chapter 117, Section 92, provide that it shall be the duty of the Commission to ascertain the value of the utility. Certain elements of valuation are designated by the statute, all of which have been given due consideration by the Commission.

The reports of the engineers show a very large difference upon certain elements of valuation, and before stating our final conclusions we will pass upon the questions which must first be determined by us before ascertaining the final valuation. The first decided difference between the engineers is with reference to the cost of clearing and grubbing the right-of-way. Mr. Gray found that there were 224 acres to be cleared and grubbed. He gave as the entire acreage of the right-of-way 218 acres. Nothing in the record discloses the discrepancy between the two estimates. Mr. Burroughs gives the same acreage of the right-of-way, and 222 acres to be cleared and grubbed. Mr. Burroughs explains that the right-of-way traverses certain streets which he estimates to cover the discrepancy between his acreage for valuation and his acreage for clearing and grubbing. Mr. Gray values the clearing and grubbing of 224 acres at \$300.00 per acre, and thereby estimates the entire clearing and grubbing at \$67,200.00. Mr. Burroughs allows 112 acres at \$100.00 per acre, and 110 acres at \$400.00 per acre, making the total \$55,200.00 for clearing and grubbing. The testimony shows that the entire right-of-way has not been cleared and grubbed, but that a strip twenty-five feet wide to within four miles of the city of Everett has been cleared and grubbed, and that from there on the entire right-of-way has been cleared and grubbed. Mr. E. B. Cox, the real estate expert for the Commission, who is also a practical man and has had some experience in clearing and grubbing right-of-way, estimates the entire cost of clearing and grubbing at \$14,150. Judge R. A. Ballinger testified that his father had a contract for clearing four miles of the right-of-way, for which he received the sum of \$2,000.00. He also testified that he was paid for this in bonds of the company, which he afterwards sold at par and made a profit on the contract. So we have presented by the testimony of witnesses and by the experts of the Company and of the Commission figures ranging from \$14,150.00 up to \$67,000.00. The Commission made a personal investigation of the right-of-way and from all of the testimony believes that a very liberal estimate to be allowed the Company for this work is the sum of \$35,000.00. It appears from the testimony of Mr. Burroughs that the Company received for the timber on the right-of-way the sum of \$21,-

000.00. This amount does not appear in the reports of any of the experts, and its omission revises the entire calculations of the experts where the cost of the right-of-way to the Company has been considered as a basis for calculation. The deduction in clearing and grubbing also changes the results in the calculations of the engineers where the intangibles such as "engineering and superintendence," "interest during construction," and other hypothetical outlays are based upon such figures. In the valuation of right-of-way and terminals the Commission has followed the rule laid down by Justice Hughes in the Minnesota rate case. The part of the opinion referred to reads as follows:

"We therefore hold that it was error to base the estimates of value of the right-of-way, yards and terminals upon the so-called 'railway value' of the property. The Company would certainly have no ground of complaint if it were allowed a value for these lands equal to the fair average market value of similar land in the vicinity, without additions by the use of multipliers, or otherwise, to cover hypothetical outlays. The allowances made below for a conjectural cost of acquisition and consequential damages must be disapproved; and, in this view, we also think it was error to add to the amount taken as the present value of the lands the further sums, calculated on that value, which were embraced in the items of 'engineering, superintendence, legal expenses,' 'contingencies' and 'interest during construction.'"

It is contended that such items are to be based upon the right-of-way as measured by the value of contiguous property, and should be considered by the Commission, and to avoid any question of error or unfairness to the Company the Commission has allowed such intangibles. The Commission's experts appraised the real estate and terminals at \$137,705. The Company's appraisal was \$292,428. The engineer for the Commission, following the rule laid down by Justice Hughes in the Minnesota rate case, as interpreted by him and at least one member of the Commission, did not allow for the items of "engineering, superintendence, legal expenses," "contingencies" and "interest during construction." There was some testimony in this case of such items having been actually incurred. We have therefore allowed such items, and have fixed as a fair value of the right-of-way and terminals, including such items, the sum of \$175,000.00.

This means we have allowed the unearned increment in the valuation of the right-of-way and terminals. The cost of the right-of-way and terminals as shown by the reports of all the experts must be reduced by the sum of \$21,000.00 as the price for the sale of the timber taken from the right-of-way. The figures stand, therefore, as follows:

Original cost of right-of-way and terminals.....	\$104,202 00
Reproduction cost of right-of-way and terminals as estimated by the Commission.....	175,000 00
Unearned increment	70,708 00

There are two theories upon which the Company is entitled to this so-called unearned increment.

1. The Company helped to create it.

2. The Company is entitled to the present value of its property used and useful in the operation of the road, and it must necessarily include the unearned increment.

As to the justice of the allowance of the so-called unearned increment there is a wide divergence of opinion. The pioneer goes out into the forest, and by his detriment of time, labor and privation builds a home. Others follow, and by joint efforts a community is established where once the forest stood. The property of the original settler has now become valuable, and the enhanced value over the actual cost and expenditure of the settler we call the "unearned increment." The term "unearned" is a misnomer, for the enhanced value has been fairly earned by years of labor and deprivation. The man who finally reaps the harvest may not be the same individual who sowed the seed. The pioneer may not be able to await the day of the harvest, but if he does, no man will say that the harvest is not rightfully his, or that it has not been fairly earned.

So too does the railway company project its line into new territory with a full knowledge of the detriments to be overcome. The Company considers from the beginning that no adequate return will be made during the early years of its history, but like the pioneer it helps to build up a new territory, with confidence that an increment will result sufficient to more than cover the detriment in loss of returns or otherwise. The history of our western country more than justifies the assurance that such return invariably follows. We have accorded to the individual and to the company the same rule of measurement, and it seems that in all fairness such rule should be applied.

But now comes the Company with a new theory of valuation which demands more than is accorded to the individual. It claims a "development cost" in addition to the unearned increment. In simple language it says "during these lean years while the Company was helping to create the increment the stockholders received no adequate return, and now we ask that the loss so incurred be made good by capitalizing the loss occasioned the Company by the lack of returns during the early years."

According to Mr. Burroughs' calculations the Company failed to earn during the years named the sum of \$125,917.58. Mr. Gray found the amount to be \$246,362.59. Of this amount Mr. Burroughs found that at the time the Company purchased this railroad from Fred Sanders there was accumulated in development cost the sum of \$92,026.58. Mr. Gray found \$81,408.64. The difference in the estimates of Mr. Gray and Mr. Burroughs are dependent upon two considerations. Mr. Gray allowed in calculating his development cost for damages which he estimated should have occurred. In simple language, Mr. Burroughs based his calculation upon what happened; Mr. Gray, upon what he thought *ought* to have happened, but which in fact did not happen. Again, Mr. Gray and Mr. Burroughs widely differed in the allowance for bond discount, the total difference being the sum of \$162,933.33

Mr. Burroughs allowed a bond discount, as is provided by the Interstate Commerce Commission classification. Mr. Gray allowed \$188,000.00, which was the actual discount upon the bond issue of the entire property of the Company, as shown by its books. This bond discount is the amount of money paid by the Company for obtaining money with which to construct the road. If we allow this amount we must add it to the capital account as a part of the investment, in addition to the money actually invested, and allow a reasonable interest. The effect of allowing the bond discount as suggested by Mr. Gray can probably best be illustrated in a practical way:

"A" and "B" each build a house at a cost of \$10,000.00. "A" has capital and as a result of his transaction the house is built at an expense of \$10,000.00, and when he figures the amount of rent to which he is entitled he claims a reasonable interest on the sum of \$10,000.00, the amount of his investment. "B" on the other hand has no money, and poor credit, and in order to procure \$10,000.00 for the purpose of building his house he must pay a discount of \$2,000.00. "B's" house is identical with "A's" and its cost is the same. Each has \$10,000.00 invested, but "B" when he comes to rent his house claims to have an investment of \$12,000.00, for he was required to pay \$2,000.00 to obtain the money, and so when the renter comes to "Mr. A" he is told that he may have the use of his house for a rent that will pay a reasonable rate upon \$10,000.00. When he goes to "Mr. B" to rent an identical house he is told that he may have the house for a reasonable rate upon \$12,000.00, and yet in each case the renter would receive the identical property.

If we followed Mr. Gray's suggestion in this case we would simply be requiring the patrons of the road to pay not only for the use of the road based upon the money invested in it, but in addition thereto would be required to pay an interest upon a discount which the owner of the road claims to have been required to expend in order to get the money with which to build the road. If we can keep disassociated, the ownership of the road and the road itself as an operating entity, the fallacy of such claims as are suggested by Mr. Gray can be easily detected.

In calculating the item of bond discount, therefore, we have followed Mr. Burroughs' figures. Mr. Burroughs has used 8 per cent as a fair interest for the Company to earn during the development period. Conceding the argument of counsel for the Company to be just, and that a railroad company is entitled to earn 8 per cent on its investment from the day of its inception, in addition to the increment, it would be entitled to earn a return upon \$125,917.58 in addition to the other items capitalized. If we capitalize this amount, as counsel for the Company demand, it means that throughout the coming years the patrons of the Company will be required to pay a return upon the amount so capitalized. If this claim be just it should be allowed. No pioneer reaps in addition to the increment, as the result of his labor,

any development cost. No one guarantees to him that in addition to the increased value of his property he shall receive an additional return during the years, based upon the amount of his losses during the lean years. Until we bring ourselves to believe that one rule shall be made for railroads and another for the rest of the world we cannot concede the justice of the demand for the so-called development cost in this case. But, for argument's sake let us concede that development cost should be calculated. Mr. Fred Sanders, from whom this property was purchased, testified as follows:

"Q. How far did you construct the road actually?

"A. Halls Lake.

"Q. Do you remember the mileage—it is not material though.

"A. About sixteen miles.

"Q. You built it you say for the disposition of your real estate?

"A. Not exactly, but principally, I owned a great deal of real estate, and I wanted to get rid of it."

It will be seen that the road up to October 1, 1908, was primarily operated for the purpose of enhancing the value of real estate owned by Mr. Sanders. At that time the road operated only to Halls Lake. A portion of the development cost included in the calculations of Mr. Burroughs and Mr. Gray was the amount lost by Fred Sanders during the time he was operating the road to sell real estate. We assume that development cost should be based upon *actual* losses and not upon conjectural losses. There is no evidence that Mr. Sanders in operating this road out into the forest for the purpose of selling real estate incurred any "development cost." When the Company purchased the road from Mr. Sanders it can hardly be assumed that in addition to paying for the value of the road they paid Mr. Sanders' losses, if any, during the period he operated the road. A purchaser does not always pay development cost, but buys a property for what it is worth at the time of the purchase. It must be plain, therefore, that both experts erred in including in their development cost the money lost by Mr. Sanders, if any, in the development of the road. The probabilities are that the purchasers of the real estate, who are now the patrons of the road, paid the development cost, if any, in the purchase price of their property.

Mr. Burroughs figures the amount of the development cost accrued at the date of the purchase of the road from Mr. Sanders in the sum of \$92,026.58; Mr. Gray figures the sum \$81,408.64. If we begin the development cost at the date of the purchase of the property by the Company, and calculate on the basis calculated by Mr. Burroughs, we will find that by figuring on an 8 per cent basis the Company not only has received all of its development cost, but in addition something over \$40,000.00. In these calculations we followed the rule laid down by Mr. Eshleman, President of the Railroad Commission of the State of California, as announced in the case of

"Monohan, as Mayor of the City of San Jose, v. San Jose Water Company, Case 476."

Reported in Volume 4, Opinions and Orders of the Railroad Commission of California, at page 1101, wherein it is stated:

"Therefore, in each particular case which confronts a rate-fixing body resort should be had to the history of the institution involved, with a view to determining just what the agency in question has actually sacrificed for the public benefit during the early and lean years, and that amount should be considered as proper to be added to the initial capital account, which capital account thus determined at the very moment of maturity of the agency should thereafter be augmented or subtracted from in accordance with the accretions to or the depletions of the capital account subsequently.

"By this statement we should not be understood as passing upon the amount of development cost in any particular case, or as saying that any such development cost shall not be off-set by subsequent excessive earnings. It must be understood that each case must be decided on its own facts, and what is said here must be taken in contemplation of the facts that here exist."

Therefore, in passing upon the question of development cost in this case it is immaterial so far as the results are concerned whether it is considered or not, for the subsequent excessive earnings have more than off-set any development cost the Company suffered since it owned this property.

It is undisputed that the roadbed of the Company is in excellent condition. It runs through a very exceptional strip of country, splendidly adapted to railway purposes. The roadbed is free from rivers, swamps or slides. In valuation these matters are of decided importance. Eliminating the items of obsolescence and inadequacy the life of the equipment will likely depend upon climatic conditions and the proper maintenance of the roadbed. It is perfectly obvious that if the equipment can be operated over a well kept roadbed, not only would the maintenance of equipment be decreased, but the actual life of the car owing to the absence of repairs, would be prolonged. Considering these figures, the excellent conditions of the roadbed, the freedom from the usual hazards of roads built under less advantageous conditions, we have allowed for depreciation the sum of \$21,600.00 per annum, a larger sum than possibly will ever be necessary for this road. It is the custom of some utilities to neglect the establishment of a depreciation account, and then ask the Commission to consider the depreciation in ascertaining the value of its property. The Commission is strongly of the opinion that a definite depreciation account should be fixed in the operating expenses of the Company each year for this purpose. It is unfair to the patrons of a public utility to require an additional return to cover depreciation and then have the road keep no account covering depreciation.

The counsel for the Company claimed an operating item for maintenance. Maintenance is a part of the operating expenses of the road, and is taken care of under the operating expense account, and covers specific items as covered by the uniform classification of the Interstate

Commerce Commission and uniformly adopted and used by utilities of this character.

After having considered carefully all of the testimony presented at the trial, the reports of the experts for both the Company and the Commission, we find that the cost of reproduction of the property is the sum of \$1,042,613.00, the depreciated value \$955,852.00; the total cash investment \$1,307,750.96, and that a fair value upon which to base a return is the sum of \$1,150,000.00. The operating expenses for the various years are set forth in Mr. Burroughs' report. For the year 1913, the total revenue for transportation was \$323,917.91; the total operating expenses were \$125,008.65; the taxes were \$26,244.92; the gross income was \$198,909.26; and the net over operating expenses and taxes was \$172,664.34. After deducting \$21,600.00 from this sum for depreciation the result allows a return of thirteen and a fraction per cent upon \$1,150,000.00, which the Commission finds to be the fair value upon which to base a rate. The maximum legal rate of interest in the State of Washington is 12 per cent. Much evidence was introduced by the Company to the effect that 10 per cent was a proper per cent to be allowed utilities operating at the present time and under present conditions. This testimony was based upon the usual hazards of money invested in such enterprises. We desire it to be distinctly understood that we do not concede that 10 per cent means a fair rate upon the property of a public utility having the limited hazards this road presents. All charges made by public utilities must be just and reasonable. Service instrumentalities, equipment, and facilities shall be such as will promote the safety, health, comfort and convenience of their patrons, employees and the public, and the rules and regulations must be just and reasonable.

Whatever may be said of the fair return to the utility, the interests and the rights of the public in such utility must be considered. The result of decreasing a rate, or of increasing a rate, cannot always be foretold. This Commission has increased rates, and as a result the return to the Company has declined; and on the other hand rates have been decreased and the return to the utility increased as a result. The record contains definite testimony of many witnesses whom this Commission has a right to believe, that the rate charged by the Company has resulted in preventing a proper development of the territory through which this road extends. The evidence shows that the land on either side of this road has been divided into small tracts, and that the residents are largely those engaged in business in either the city of Everett or the city of Seattle. It must be apparent, without the necessity of argument, that a reasonable rate of transportation tends to build up a suburban community. Such has been the result in the large cities of Chicago and Los Angeles, and such seems to be the tendency over the entire country. Three cents a mile, the rate charged by the Company in this case, is the maximum of rates charged by such roads. The usual charge is less than 3 cents per mile. With all the

advantages which the testimony shows this road to possess, not only in roadbed but in the management whereby materials are purchased at an advantage, this Company should furnish transportation to its patrons at as low a rate as any interurban road in the State of Washington. We therefore find that the rates now in force and on file with this Commission are excessive, and they are therefore vacated and set aside.

Between the city limits of Everett and Seattle the rate to be charged as a reasonable, fair and adequate rate of transportation to passengers shall be two cents per mile. Where the distance between stations contains a fraction, if the fraction is a major fraction an additional mile shall be added, if a minor fraction, the fraction shall be deducted.

It is therefore ordered that the rate to be charged by the Company for transportation between all points shall be two cents per mile, and where the distance between stations now established, or that may hereafter be established, contains a fraction, if the fraction is a major fraction, an additional mile shall be added, if a minor fraction, the fraction shall be disregarded.

It is further ordered that children over five years and under twelve years of age shall be charged one-half fare, computed in like manner.

It is further ordered that said Company shall furnish to its patrons, each way, at least two cars a day, upon which may be transported baggage not exceeding 150 pounds for each adult, and 75 pounds for each one-half fare ticket.

It is the unanimous opinion of this Commission that the Company should issue commutation books upon reasonable terms. It has been decided, however, by the Supreme Court of the United States in *Lake Shore and Michigan Southern Railway v. Smith*, 73 U. S. 648, that we have no authority to make such an order.

The Commission will not pass upon the reasonableness of the freight rates now charged by the Company, but will leave that matter to be adjusted between the Railway Company and its patrons. If they cannot reach a satisfactory adjustment the Commission will then determine the fair, reasonable and adequate rate to be charged in such case.

The Commission will make and enter findings of fact, covering all matters concerning which it is directed by statute to inquire into, and upon all matters concerning which evidence has been introduced in the above numbered cause 1801, tending to show the value of the property used by the Company for the public convenience, and will make and enter findings of fact in the above numbered causes 1539, and 1648, and thereupon will enter an order in accordance with the foregoing opinion.

January 27, 1915, a petition for rehearing by the Company was heard in Seattle, whereupon parties at interest entered into a stipulation.

March 13, 1915, Commission entered its order to carry out the stipulation as follows:

"It Is ORDERED, That all of the rates of respondent Company now on file in its tariffs with the Public Service Commission of Washington at Olympia be, and the same are, hereby validated; that in addition to such rates the respondent Pacific Northwest Traction Company on and after March 15, 1915, issue twenty-five ride books from the city limits of Seattle to Lake Ballinger, good for transportation between said points at the rate of 2 cents a mile; to Esperance at the rate of 2.1 cents per mile; to Seattle Heights at the rate of 2.2 cents per mile; to Cedar Valley Substation at the rate of 2.3 cents per mile; to Alderwood Manor at the rate of 2.4 cents per mile; from the city limits of Everett to Silver Lake and intermediate points at the rate of 2 cents a mile; the minimum fare in the case of twenty-five ride ticket books to be 5 cents, the coupons to be good for transportation when presented with the book; the twenty-five ride ticket book, if continued beyond the term of six months trial period, shall be good for one year from the date of the sale.

It Is FURTHER ORDERED, That said company issue fifty ride books for transportation from the city limits of Everett to Pinehurst, good for man or wife, at 4 cents for one way trip, and that said company provide two trains a day each way, upon which may be transported baggage not to exceed one hundred fifty pounds for each adult and seventy-five pounds for each one-half fare ticket.

The foregoing rates are experimental, and will be put on trial for a period of six months from the date the same are put into effect. The present case now pending is to remain in *statu quo* for six months; after the expiration of which time either party may apply to the Commission, the Commission reserving jurisdiction over the case for that time."

No. 1627.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
R. COOPER WILLIS, *Complainant*, v. PUGET SOUND TRACTION, LIGHT
& POWER COMPANY, *Defendant*.

Complaint was filed December 3, 1913, praying respondent be required to reroute its street cars on the Twenty-third Avenue line. January 14, 1914, the Washington Park Improvement Club filed petition to intervene, which petition was granted by order of the commission January 16, 1914. Hearing was had at Seattle and November 11, 1914, the Commission issued findings, and an order of dismissal was entered.

Proceedings to review the order of dismissal were instituted by complainant December 12, 1914, in the Superior Court of Thurston

County. The complainant petitioned the Commission for a rehearing, and having secured the dismissal of said proceedings on writ of review the Commission on February 10, 1915, entered an order rescinding and vacating the order of dismissal of November 11, 1914, and granted a rehearing. Hearing was held at Seattle. Subsequently several hearings were held, and decision was under advisement when this report was compiled.

No. 1648.

(See 1539, *supra*.)

No. 1709.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
GRAYS HARBOR RAILWAY & LIGHT CO., *Defendant*.

Valuation proceedings were instituted May 1, 1914. Hearing was had at Aberdeen June 4, 1914, and April 30, 1915, findings were entered as follows:

I.

The Grays Harbor Railway & Light Company owns and operates the street railway and electric light and power systems serving the cities of Aberdeen, Hoquiam and Cosmopolis, which cities on December 31, 1913, had an estimated aggregate population of 30,500 distributed over an area of approximately eight square miles. Practically the entire populated area of the three cities is served with electricity for light and power uses and the street railway system is so laid out that the greatest area possible is served. The Company owns and operates a central steam power plant, located midway between the cities of Aberdeen and Hoquiam, with a capacity of 1,400 K. V. A., and it also owns a 1,250 K. V. A. generating unit, located in the Anderson-Middleton mill operated by steam supplied by the mill company. The property as a whole is well constructed and comparatively new. The light and power system is operated at a primary potential of 2,300 volts, the general distributing voltage being 110-220. All the power manufactured is alternating current but a portion of that generated at the main plant is converted to direct current and distributed at a potential of 600 volts for the operation of the street railway system. The street railway system is made up of five separate lines, having a total track mileage of 12.799 miles. At the time the street railway system was constructed the cities of Aberdeen, Hoquiam and Cosmopolis had an aggregate population of approximately 8,000. These communities were built on low, marshy lands. The streets were built principally of sawdust and slab wood fills and some of them were paved with plank. Construction of a large portion of the street railway system necessitated the removal of the plank paving and sawdust and slab wood filling. In many instances it was necessary to drive piling to provide a suitable foundation for the track. In

other instances a suitable foundation was secured by the removal of the sawdust and slab wood and the substitution of earth fill.

II.

The present owning and operating company, the Grays Harbor Railway & Light Company, is the successor of several prior companies which engaged in the street railway and electric business in the cities named. It was incorporated on February 28, 1906, under the laws of the State of Washington with an authorized capital of \$500,000 divided into 5,000 shares, par value \$100.00. On May 31, 1910, the Federal Light and Traction Company, an eastern holding company, acquired control of the Grays Harbor Railway & Light Company. The securities of the Grays Harbor Railway & Light Company, authorized and outstanding, on December 31, 1913, were as follows:

Common stock authorized.....	\$500,000
Common stock outstanding.....	500,000
First mortgage bonds authorized.....	5,000,000
First motgage bonds outstanding.....	840,000

Of the total outstanding stock, \$495,000, par value, is owned by the Federal Light & Traction Company, the remaining five shares being held to qualify directors. All the outstanding bonds are held by the holding company.

The Electric Land Company, a corporation, is a subsidiary of the Grays Harbor Railway & Light Company. All of its stock, except three shares, is held by the parent company. This subsidiary corporation was formed for the purpose of holding a title to certain real estate, most of which is necessary in the operation of the railway and light company but which could be more conveniently managed with the title in a separate corporation. Through the ownership of another subsidiary company (The Electric Service and Supply Company) the railway and light company engages in the sale of electrical fixtures and appliances and does a general electric wiring business.

The land actually used and useful in the operation of the public service property, but held in the name of the Electric Land Company, will be considered in the findings as belonging to the operating company for the reason that in the consideration of the questions presented to this Commission for decision it is not material where the bare legal title rests. The stock kept by the supply company for the future use of the operating company will be handled in like manner. The stock in trade kept by the supply company for general commercial uses will not be considered.

III.

The Commission's engineers and accountants drew from available existing books and records, a statement of what now appears to have been the cash invested in the property from the beginning of the constituent companies down to January 1, 1914, so far as same could now be determined from such records. The investment so estimated

amounts to \$1,184,000. This sum, standing alone, cannot now be regarded as representative of the present value of the property. By direction of the statute (Section 92, Chapter 117, Laws of 1911) we are required to find the "cost of construction and equipment," etc., of each public utility property, which we understand to mean the cash invested in the property. For the purpose of complying with that section of the statute, as near as may be, we find that so far as the existing records disclose, the cash cost of the structural units of the property was \$1,184,000. It should be understood, however, that this sum is, to but a limited extent, indicative of the present value, as many items of legitimate overhead expense cannot be located in this book cost.

IV.

The engineer of the Commission calculated the cost of reproducing the present property, including such real estate as he deemed used and useful for operation, as of January 1, 1914, as follows:

Railway system	\$725,072
Light and power system.....	524,791
Total.....	\$1,249,863

The engineer for the company has also calculated the cost of reproduction, and his estimate is as follows:

Railway system	\$958,083
Light and power system.....	877,373
Total.....	\$1,835,456

Somewhat different methods were followed in making the foregoing estimates, accounting in part for the varying results. Neither calculation can be rigidly adopted and allowances must be made for many facts and circumstances, explained by the evidence and affecting the investment of money in the different plant units. For the purpose of guiding us in the fixing of the "market value" or "fair value" of the property for the purposes contemplated by the Public Service Commission law, it is necessary for us to calculate the cost of reproduction, making such additions and deductions from the estimates of the engineers as appear proper, after a consideration of all the evidence. As already stated, the total cost of reproduction, (including real estate, as estimated by the Commission's engineer) for the consolidated system, was \$1,249,863, and this figure will be taken as a starting point from which to work.

The Commission's engineer in estimating the cost of reproduction, followed what is known as the replacement method, that is he calculated the amount the company would be required to expend in duplicating its property on the date of the investigation. Adhering rigidly to that theory the engineer properly included certain items of physical property for which the company had not actually ex-

pendent money. On the other hand certain units of property for which the company had expended money were excluded.

If this property was to be reproduced today in its present condition, the company, in laying its track, would have to take up and replace paving on streets which are now paved but which were not paved at the time the tracks were actually laid. Such paving amounts to \$15,833.00 and for our purposes will not be allowed in the cost of reproduction. Many of the streets in these cities were originally constructed of sawdust and slab wood fills. When the work of building the street railway system was undertaken it was necessary to excavate and replace it with earth. If a street railway system were to be constructed today on the streets as they now exist, this work would be necessary and consequently the engineer made no allowance for this item in his cost of reproduction, calculated as stated above. This work, however, was indispensably necessary to the construction of the street railway system at the time it was constructed, and due allowance for this necessary expenditure, as well as an allowance for piling, should be made. This item amounts to \$32,680.00.

We find the cost of reproduction of the physical property to be \$1,325,000. Such cost of reproduction covers only the physical plant and real estate. It does not include any allowance for "going concern value," "development cost," "cost of securing business" or whatever that element may most properly be termed that represents the difference in present value or worth of a plant which is ready to engage in business but has yet no business, as compared with a plant which does possess a business acquired by the expenditure of time, money and effort. This intangible element will be given due consideration in another connection.

V.

The statute requires us to ascertain the amount and present value of the capital stock and funded indebtedness. The company has securities authorized and outstanding as follows:

Common stock	\$500,000
First mortgage bonds, 7%, 30-year.....	840,000
	<hr/>
	\$1,340,000

All these securities are owned by the Federal Light and Traction Company, a New York corporation which owns and operates twenty local gas, electric and street railway properties in eleven cities in the West and Southwest. Practically all of the securities of the subsidiary companies are owned outright by the parent company and are deposited as collateral to secure the securities of the parent company. Because of this financial arrangement the stock and bonds of the Grays Harbor Railway & Light Company are not on the market and consequently considered by themselves have no present ascertainable market value.

The only way of approximating the market value of the securities of the local company is by apportioning the ascertainable market value of the securities of the parent company, which are issued and sold upon the credit of the securities of the subsidiary companies.

For the purpose of these findings we have made this apportionment on the percentage relation that the gross and net earnings of the local company bears the total gross and net earnings of all subsidiary companies of the Federal Light & Traction Company.

The gross earnings of the local company for the year 1913 were 13.03% of the total gross earnings of all companies owned by the Federal Company.

The net earnings of the local company were 13.52% of the total net earnings of all companies owned by the Federal Company.

The total outstanding securities of the Federal Company on January 1, 1914, amounted to \$19,180,000 par value. At that date the market value of such securities, as nearly as can be ascertained, was \$14,089,000.00. Assuming the market value of the Federal securities to have been as stated on January 1, 1914, the market value of the Grays Harbor securities on said date was:

On gross earnings (13.03%).....	\$1,835,797
On net earning bonds (13.52%).....	1,904,833

These computations, in a very general way, are guides to the true value of the property under investigation but are not considered at all conclusive as to the "market value" or "fair value" of the property itself.

In addition to its authorized and outstanding stocks and bonds the Grays Harbor Company has other obligations outstanding, consisting of notes and open book accounts.

VI.

DEPRECIATED VALUE.

We find that, based on the cost of reproduction new the present plant retains 80% of its value new. This indicates that the plant is in a first class condition to give efficient service.

VII.

From a consideration of all the evidence, the Commission finds and concludes that the property under investigation is a well constructed and efficiently managed utility and that the market and fair value of said property, considered as an entity and as a going concern, was and is \$1,375,000.00 as of January 1, 1914.

July 3, 1915, hearing was had at Olympia on stipulation between the parties that the Commission receive evidence pertaining to the value of respondent's street railway and electric plant, and relating to

additions made thereto between January 1, 1914, and June 30, 1915, both of the parties to said stipulation waiving issuance and service of notice or other process.

November 5, 1915, the Commission made supplemental findings as follows:

SUPPLEMENTAL VALUATION FINDINGS.

I.

The Commission finds that between January 1, 1914, and June 30, 1915, respondent made additions to its street railway system at a cost of \$33,441.85. The expenditures made by respondent during said period were distributed as follows:

<i>Additions Railway Department, Jan. 1, 1914, to Jan. 1, 1915.</i>	<i>1914 12 Months TOTAL</i>
<i>Road—</i>	
Engineering and superintendence.....	\$4,226 56
Right-of-way	409 63
Grading	475 27
Ballast	7,312 41
Ties	2,209 26
Rails, rail fastenings and joints (credit)	(160 03)
Special work	2,138 75
Paving	12,752 60
Track laying and surfacing.....	1,190 52
Bridges, trestles, culverts (credit).....	(223 00)
Crossings, fences, cattle guards & signals	1 48
Poles and fixtures.....	438 14
Distribution system	1,282 21
Shops and car houses.....	1,165 66
Park and resort property.....	233 61
	<hr/>
	\$33,453 07

<i>Additions Railway Department, Jan. 1, 1915, to June 30, 1915.</i>	<i>1915 6 Months TOTAL</i>
<i>Road—</i>	
Engineering and superintendence.....	\$109 14
Right-of-way	107 56
Grading	47 17
Ties	31 95
Rails, rail fastenings and joints.....	13 02
Special work	39 12
Paving	5 16
Track laying and surfacing.....	63 18
Bridges, trestles, culverts.....	219 97
Poles and fixtures.....	16 74
Distribution system	293 84
Park and resort property.....	61 93
Subscription to "B" Street Extension (credit)	(1,020 00)
	<hr/>
Total railway additions (credit)...	(11 22)

II.

Between January 1, 1914, and June 30, 1915, the respondent made additions to its electric plant at a cost of \$8,405.35. The expenditures made by respondent during said period were distributed as follows:

<i>Additions to Electric Department, Jan. 1, 1914, to Jan. 1, 1915.</i>	<i>1914 TOTAL</i>
<i>General Plant—Steam—</i>	
Land	\$11 84
Poles and fixtures.....	1,280 38
<i>Distribution—</i>	
Overhead conductors and devices.....	418 63
Services	2,365 73
Meters	1,329 48
Line transformers (credit).....	(9 69)
Arc and glow lamps (credit).....	(43 71)
Customers' installation	1 39
Municipal street lighting system.....	326 36
<i>General Office and Branches—</i>	
Land (credit)	(68 36)
Furniture and fixtures.....	250 49
<i>Other Equipment—</i>	
Land	397 18
Storeroom equipment	187 04
Stable equipment (credit).....	(771 10)
<i>Miscellaneous During Construction—</i>	
Engineering and superintendence....	927 56
Total electric additions.....	\$6,603 22
<i>Additions to Electric Department, Jan. 1, 1915, to June 30, 1915.</i>	<i>1915 TOTAL</i>
Poles and fixtures.....	\$229 56
<i>Distribution—</i>	
Overhead conductors and devices.....	215 17
Services	379 19
Meters	407 49
Line transformers	35 48
Municipal street lighting system.....	88 65
<i>Other Equipment—</i>	
Land	229 92
<i>Miscellaneous During Construction—</i>	
Engineering and superintendence....	216 67
Total electric additions.....	\$1,802 13

III.

The Commission finds that the market value and fair value of the additions to respondent's railway system and electric plant made by respondent between January 1, 1914, and June 30, 1915, was and is the sum of \$41,847.20, which amount should be added to the market value and fair value of respondent's property as ascertained and fixed by valuation findings entered in the above entered proceeding on April 30, 1915.

IV.

Upon the hearing held by the Commission at Aberdeen, Washington, on June 4, 1915, evidence was introduced by the Commission and by respondent relating to the value of certain real property then claimed by respondent to be useful in its railway and electric business. After considering the evidence adduced at said hearing the Commission was in doubt as to whether or not said property was useful in respondent's railway and electric business, or either thereof, and for that reason refrained from considering such real property, or taking same into account, in ascertaining and fixing the market value and fair value of respondent's property by the Commission's order entered April 30, 1915. After consideration of the evidence and argument received by the Commission at the hearing held on July 8, 1915, and further considering the evidence adduced at the hearing of June 4, 1914, the Commission is of the opinion, and finds, that the real estate referred to is useful in respondent's railway and electric business, and should therefore be considered and taken into account in ascertaining and fixing the market value and fair value of respondent's property. The Commission finds that the market value and fair value of said real estate was, and is, the sum of \$73,259.00, which amount should be added to the market value and fair value of respondent's property as ascertained and fixed by findings entered by the Commission in the above entitled proceeding on April 30, 1915. The real estate hereinbefore referred to is described as follows:

<i>Addition</i>	<i>Block</i>	<i>Lots, Incl.</i>
Sunnyside.....	9	16-24
Sunnyside.....	11	1-9 and 16-24
Sunnyside.....	15	1-9 and 16-24
Syndicate.....	2	1-2 and 7-9
Hoquiam.....	7	16
Hoquiam.....	8	1-2 and 15-16
Hoquiam.....	21	1 and 15-16
Hoquiam.....	22	1-2 and 15-16
Hoquiam.....	51	4-6
Weather Wax and Benn.....	38	7
Forsells.....	1	1-4 and 11-16
Forsells.....	1	5-10 and 17-20
Forsells.....	2	1-6
Hoquiam.....	6	1-4 and 12
Second Addition.....	73	1 and 5
Second Addition.....	72	6-10

Acreage.

South one-half ($S\frac{1}{2}$) of southeast quarter ($SE\frac{1}{4}$) of southwest quarter ($SW\frac{1}{4}$) section six (6), township seventeen (17), north range nine (9) west, W. M., except east 225 feet.

Northwest quarter ($NW\frac{1}{4}$) of northwest quarter ($NW\frac{1}{4}$), section seven (7), township seventeen (17) north, range nine (9) west, W. M.

Northeast quarter ($NE\frac{1}{4}$) of northwest quarter ($NW\frac{1}{4}$) of section seven (7), township seventeen (17) north, range nine (9) west, except the east 475 feet thereof.

V.

During the hearing held at Aberdeen on June 4, 1914, evidence was received relating to the value of the physical properties of respondent, particularly concerning prices at which copper transformers and other physical properties were, or could have been obtained for construction of certain physical properties involved in the inquiry. After further consideration of such evidence, and of evidence and argument received at the hearing held in Olympia on July 3, 1915, the Commission is of the opinion, and finds, that the market value and fair value of the physical properties, as ascertained and fixed by the findings entered in this proceeding on April 30, 1915, was and is lower than justified by the evidence, and that there should be added to the market value and fair value so ascertained and fixed by the Commission the sum of \$44,893.80, which represents the difference between the cost of reproduction of certain physical properties of respondent, such as copper transformers, etc., as determined by the Commission, and the real cost thereof, such under-valuation having resulted from the consideration by the Commission of prices for copper, transformers, etc., which were lower than justified by the evidence.

VI.

Recapitulating, the Commission finds that the market value and fair value of respondent's property, considered as an entity and as a going concern as ascertained and fixed by the Commission as of January 1, 1914, by the Commission's findings entered April 30, 1915, to-wit\$1,375,000 00
Should be increased by the following additions:

Market value and fair value of the real estate hereinbefore described	73,259 00
Difference between cost of physical properties as determined by the Commission and the real cost thereof...	44,893 80
Total.....	\$1,493,152 80

The Commission finds that the market value and fair value of respondent's property, considered as an entity and as a going concern, was and is \$1,493,152.80 as of January 1, 1914.

VII.

The Commission finds and concludes from a consideration of all the evidence that the market value and fair value of respondent's property, considered as an entity and as a going concern, was and is \$1,535,000.00 as of June 30, 1915.

VIII.

The earnings and operating expenses of respondent's railway and electric plant for the twelve months ending December 31, 1914, were as follows:

	1914 12 Months TOTAL
Gross Earnings—	
Electric department	\$190,017 68
Railway department	119,099 62
Gross earnings—total	\$309,117 30
Operating Expenses—	
Electric department	\$102,220 38
Railway department	78,866 94
Operating expenses—total	\$181,087 32
Net Earnings—	
Electric department	\$87,797 30
Railway department	40,232 68
Net earnings—total	\$128,029 98
Interest Charges—	
Interest on bonds.....	\$58,800 00
Interest on miscellaneous notes.....	9,497 24
Interest on meter deposits.....	245 58
Interest credit	(289 38)
Interest—total	\$68,253 44
Surplus (net, less interest).....	\$59,776 54

The earnings and operating expenses of respondent's railway and electric plant during the six months ending June 30, 1915, were as follows:

	1915 6 Months TOTAL
Gross Earnings—	
Electric department	\$90,125 10
Railway department	36,284 06
	\$126,409 16
Operating Expenses—	
Electric department	\$50,590 80
Railway department	34,355 78
	\$84,946 58
Net Earnings—	
Electric department	\$39,534 30
Railway department	1,928 28
	\$41,462 58
Interest Charges—	
Interest on bonds.....	\$29,400 00
Interest on notes.....	6,350 87
Interest on meter deposits.....	134 44
Interest credits	(218 93)
Interest—total	\$35,666 38
Surplus (net, less interest).....	\$5,796 20

IX.

The net earnings of respondent from its railway and electric plant for the years 1914 were.....\$128,029 98

Deductions—

Interest on meter deposits..... \$245 58

Replacement annuity (calculated by Burroughs)\$27,581 00

Total deductions 27,826 58

Net earnings, less deductions.....\$100,203 40

The net earnings of respondent from its railway and electric plant during the first six months of 1915 were.....\$41,462 58

Deductions—

Interest on meter deposits..... \$134 44

Replacement annuity (calculated by Burroughs) 13,790 50

Total deductions 13,924 94

Net earnings, less deductions.....\$27,537 64

No. 1723.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON ON THE RELATION OF THE CITY OF SEATTLE, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, A CORPORATION, AND THE SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY, A CORPORATION, AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS OF SAID LAST NAMED COMPANY, *Defendants*.

Complaint was filed for an order requiring the interchange of transfers between the street railway lines operating in the city of Seattle.

Hearing was held at Seattle. Pending.

No. 1748.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON ON THE RELATION OF THE CITY OF SEATTLE, *Complainant*, v. THE SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY, A CORPORATION, AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Defendants*.

Under order dated September 20, 1914, the Commission permanently set aside, vacated and suspended certain increased rates contained in the proposed tariff of the company filed with the Commission. (See 1914 report.)

April 24, 1915, company filed petition to modify the original order. April 29, 1915, a motion to dismiss was filed by the city of Seattle. Pending.

No. 1801.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
PACIFIC NORTHWEST TRACTION COMPANY, *Defendant*.

Valuation proceedings instituted October 26, 1914. (See No. 1539, *supra*.) Pending.

No. 1808.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CAL-
HOUN AND JOSEPH PARKIN, *Receivers, Defendants*.

Valuation proceedings instituted October 26, 1914. Pending.

No. 1819.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON ON THE RELATION OF
D. D. DAY AND OTHERS, *Complainant*, v. TACOMA RAILWAY & POWER
Co., A CORPORATION, *Defendant*.

Complaint filed November 16, 1914, to prevent Defendant from abandoning that portion of its line operated between the city of Tacoma and the town of Steilacoom, which is located between Lemon's Beach and Chambers' Creek. Hearing was had at Tacoma, March 5, 1915, and April 30, 1915, the commission entered findings and order as follows:

From the evidence submitted it appears that it is the purpose of the railway company to construct and operate a line between the State Insane Asylum and the town of Steilacoom but that said line has not been constructed for the reason that the railway company has been involved in litigation in addition to this hearing, which litigation was instituted for the purpose of preventing the railway company from abandoning the lines between Lemon's Beach and Chambers' Creek. The railway company alleges that until it can have some action as to whether or not it will be permitted to abandon that portion of the line referred to, it cannot safely construct and operate the line between the State Asylum and Steilacoom. The purpose of this proceeding appears to be to secure from the commission in advance an expression as to what its attitude will be with reference to the service to be performed by the railway company in the event the contemplated line is constructed.

The Commission is of the opinion that it has no authority to directly or indirectly approve of the abandonment by a public service corporation of a part of its property devoted to the public use. The Commission conceives it to be its duty to provide for adequate and sufficient service and its jurisdiction extends only to the determination of the question as to whether or not the Commission is of the opinion that said service should be rendered.

From the evidence produced the Commission is of the opinion that if the railway company builds and operates the proposed line between

the State Asylum and the town of Steilacoom it would be unreasonable for this Commission to compel said railway company to continue the service between Lemon's Beach and Chambers' Creek.

IT IS THEREFORE ORDERED That until such time as the railway company shall build and operate a line between the State Insane Asylum and the town of Steilacoom, the said Tacoma Railway & Power Company shall continue its present service between Lemon's Beach and the crossing of Chambers' Creek.

November 3, 1915, the Defendant filed petition, reciting as follows:

Tacoma Railway and Power Company, respondent, alleges and shows to the Commission that since the entry of the order of April 30th, 1915, in this case, the County Commissioners of Pierce County, Washington, have granted to the respondent a franchise for the construction of an electric railway between the end of the Pacific Traction line, near the State Insane Asylum, to the town limits of the town of Steilacoom, and the town council of Steilacoom have granted the respondent a franchise from the point where the county franchise reaches the town limits of Steilacoom, over various streets of the town, to a point on Union Avenue;

That the Respondent is in a position to arrange for the prompt construction of an electric railway over the route described in said franchises, provided it can discontinue service over the old Steilacoom line between Lemon's Beach Station and the terminus of the old line in the town of Steilacoom.

Respondent shows that since the entry of the last order in the above entitled proceedings there has been no material change in reference to any matters that would affect the question of the reasonableness of requiring a continued operation of the old line, and that there is no reasonable prospect of any material change in regard to the situation on the old line within the next six months.

WHEREFORE The Respondent prays that a further order may be entered, authorizing the discontinuance of service on the old line between the points above mentioned, upon the construction and commencement of operation of the new line over the route named in said franchises above referred to, within such time as the Commission may see fit to fix.

Hearing was held on the petition November 15, 1915. Pending.

No. 1832.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
PUGET SOUND TRACTION, LIGHT & POWER Co., *Defendant*.

March 22, 1915, the Commission entered opinion and order as follows:

On December 18, 1914, the Public Service Commission of Washington on its own motion filed a complaint against the Puget Sound Traction, Light & Power Company (herein for convenience designated as "the Company") charging, among other things, that the service, facil-

ilities and equipment provided and used by the company in the operation of its street railroad system in the city of Seattle were inadequate and insufficient to enable it to promptly and properly receive, transport or deliver persons received by it for transportation, or to promote the comfort and convenience of its patrons and the public, in that the Company has failed to provide a sufficient number of cars with sufficient seating capacity, or to provide and operate a sufficient number of cars or to so arrange its schedule for the operation of said cars to maintain a reliable, steady and uniform service with sufficient frequent and uniform periods between cars to enable it to discharge its duties to the public.

Thereafter a citation in regular form was served upon the defendant Company fixing December 28, 1914, at 9:30 o'clock a. m. at room 232 Henry Building, as the time and place for hearing evidence on the matter set forth in the complaint.

The defendant Company moved to make the complaint more definite and certain by stating upon what lines the Company failed to provide a sufficient number of cars with sufficient seating capacity.

In response to this motion the Commission on December 31, 1914, furnished the Company with a bill of particulars in which the street car lines upon which the Company's schedules are insufficient to maintain a reliable, steady and uniform service, were enumerated. Among the lines enumerated were Alki Point, Fauntleroy Park, Ballard North and Ballard Beach.

On January 9, 1915, the case came on for hearing, and the Company then stipulated that an order might be entered by the Commission establishing a certain standard of service, and in pursuance of said stipulation an order was entered establishing a service sufficient to seat at least seventy-five per cent. of all passengers carried during the peak hours of the day on each and every street railway line operated by the Company in the city of Seattle, except on the West Queen Anne counterweight line and the cable lines. Said order also provided that "the Commission reserves the power to change, modify, or rescind this order at any time."

That thereafter the Company, without notice to the Commission, published in the daily press a notice that it would discontinue service on through cars on Twenty-fourth avenue northwest and Fifty-ninth street, on what is known as the Ballard Beach line, and would substitute a "shuttle" service instead of the regular through service. The Company also notified the Commission by letter that it would discontinue its joint service with the Seattle ferry operated by the port commission.

Upon such information the Commission modified its former order by directing the Company to maintain its service and schedules on said Ballard Beach line without change or modification until after hearing, and designated March 15, 1915, at 9:30 o'clock a. m., at the assembly room of the New Chamber of Commerce, in the city of Seattle, as the

time and place for the Company to show cause why it should be permitted to discontinue the operation of any cars or substitute a shuttle service for the through service on said Ballard Beach line.

On March 15, 1915, the Company appeared and objected to the jurisdiction of the Public Service Commission to issue the rule to show cause, and denied each and every allegation set forth in the order to show cause, and alleged that it promptly transported all persons desiring transportation upon its lines, and alleged that the line, referring to the Ballard Beach line, was constructed under Ordinance No. 1020 of the city of Ballard, by the terms of which ordinance the Company itself had the right to make reasonable rules and regulations for the government and operation of its road and the management and operation of its property, not in conflict with the laws of the State of Washington or the charter and ordinances of the city of Seattle.

On said March 15, 1915, the defendant Company appeared by its counsel, James B. Howe, Esq., the city of Seattle by its assistant corporation counsel, Ralph S. Pierce, Esq., and representatives of the patrons of the Alki Point and Fauntleroy Park lines by James A. Dougan, Esq., John B. Shorett, Esq., and Walter B. Beals, Esq.; whereupon the Company, by its attorney, Mr. Howe, represented that it was not then ready to proceed with the hearing of testimony on the Alki Point and Fauntleroy Park lines, but was ready to proceed in the Ballard Beach matter.

The hearing in relation to the Alki Point and Fauntleroy Park lines was thereupon continued to March 22, 1915, at the hour of 9:30 o'clock a. m. and the Commission proceeded with the taking of testimony in relation to the Ballard Beach line, and after having heard the testimony then ready, the Commission adjourned to take further testimony in relation to the Ballard Beach, Alki Point and Fauntleroy Park lines on Monday, March 22, 1915, at 9:30 o'clock a. m.

On said last named date, to wit, March 22, 1915, the same parties all appeared by their counsel, and the Port Commission, by its counsel, C. G. France, Esq., and further evidence was introduced on the part of the defendant Company, the Commission, the city and the patrons of the lines in question, in relation to the service thereof, and the cause being finally submitted and the Commission being now fully advised in the premises, finds the facts to be:

1. That the Ballard Beach line, operates from Yesler Way and Western avenue in the city of Seattle to its terminus at Ballard Beach, in the old city of Ballard, now a part of the city of Seattle; that the proposed change is to operate a shuttle service from the termination of said line at Ballard Beach, a subdivision of the city of Seattle, to the intersection of West Fifty-ninth street and Twenty-fourth northwest, in the old city of Ballard, now a part of the city of Seattle; that at the intersection of those two streets the Ballard Beach line meets the Fremont-Ballard line; that the Fremont-Ballard line serves many people north of the intersection of these two streets and arrives at the intersection

of said streets during the peak hours usually crowded with passengers; that passengers on the shuttle service, transferred to the Fremont-Ballard line at said point to be carried to the business section of the city of Seattle, will rarely be able to obtain seats during the peak hours in the morning when said patrons of said line are being transported to the business section of the city of Seattle where they are employed; that such service will, therefore, be inconvenient and unsatisfactory to the patrons of said line and, consequently, insufficient and inadequate; that in addition to the inconvenience, insufficiency and inadequacy of said service, the elimination of through cars over the Ballard Beach line will result in an inadequate and insufficient service to the patrons of said line living between what is designated as the old city of Ballard, now a subdivision of the city of Seattle, and the business section of the city of Seattle.

2. The Commission finds that the Fauntleroy Park line and the Alki Point line are operated through a long distance of sparsely settled territory, over what is known as the tide flats, and that passengers boarding said cars at Pioneer Square, in the business section of the city of Seattle, who do not obtain seats, are required to stand for a distance of, approximately, four miles, or for about thirty minutes, and that such requirement is unreasonable, burdensome and oppressive; that the changing of the starting point of said cars to Pioneer Square from Virginia street, where they formerly started, has resulted in a congestion at the point of starting, so that the passengers, in order to obtain seats in said cars, are required to engage in an unseemly scramble; that such a condition is dangerous, unreasonable, burdensome and oppressive. That said company does not furnish a sufficient number of cars on the Alki Point line or on the Fauntleroy Park line to fairly, reasonably, sufficiently and adequately serve the patrons of said lines.

3. The Commission finds the net earnings of the defendant Company, not including depreciation and taxes, for the year ending February 28, 1915, to be the sum of \$1,665,167.87. The defendant Company refused to produce the only valuations made of its property by experts, and failed to show that there was not a sufficient return from its property to pay the operating expenses, taxes and depreciation and leave a balance, and from the evidence introduced the Commission is of the opinion, and finds the fact to be, that after performing the service hereinafter ordered by the commission, the defendant Company will have net returns over and above its operating expenses, taxes and depreciation.

From the foregoing the Commission finds that to continue the through service over the Ballard Beach line and furnish sufficient cars to provide seats for substantially all persons desiring to use the Fauntleroy Park line or the Alki Point line, will not require a diminution or use of the company's capital, but, on the contrary, the company will earn as net profits large sums in excess of operating expenses, depreciation and taxes and at the same time furnish such through service on the

Ballard Beach line and furnish sufficient cars to provide seats for substantially all of the patrons of the Alki Point and Fauntleroy Park lines.

ORDER.

IT IS THEREFORE ORDERED: 1. That the defendant Company continue the operation of through service on the Ballard Beach line.

2. That the Alki Point and Fauntleroy Park lines be operated through the city of Seattle on First or Second avenue as far north, at least, as Virginia street.

3. That the defendant Company furnish sufficient cars to provide seats for substantially all persons using the Alki Point and Fauntleroy Park lines.

It is understood that a substantial compliance shall be considered a sufficient compliance with this order directing the furnishing of seats for passengers on the Alki Point and Fauntleroy Park lines, the Company not being required to provide for emergency crowds that might apply for seats, but shall provide seats at all times for the usual patronage of said lines, and shall so operate the said lines at all times with sufficient cars to provide seats for all patrons, except on extraordinary and unusual occasions.

The defendant Company contends: *First.* That the Public Service Commission has no jurisdiction to make the foregoing order. *Second.* That the right to regulate is vested in the Company by its franchise, and *Third.* That to furnish adequate and sufficient service will not permit a sufficient return to the Company.

In the light of past events, the first and second contentions of the Company do not come with good grace.

In the case of *Seattle Electric Company v. The City of Seattle*, 78 Wash. 203, where the jurisdiction of the city to regulate service was contested by the Company on the ground that the Public Service Commission alone had jurisdiction, we find the following:

"The appellants (the city of Seattle) concede that these provisions of the law endow the Public Service Commission with power to regulate and control street railways. But it is contended that, until such time as the Public Service Commission shall act, the city council retains jurisdiction to regulate street railways as to the number of passengers which a car may carry and the schedule in accordance with which cars shall be operated. In other words, the city may act until the Public Service Commission shall have acted; but, when the latter has issued an order covering the same subject-matter, then the action of the city council becomes nugatory and of no force and effect.

"The respondent (the Seattle Electric Company) contends that the Public Service Commission law vested in the Public Service Commission jurisdiction over all matters covered by the ordinance, and any previous delegation of power to the city over the same subject-matter was thereby revoked; or, to state it in another way, that the jurisdiction of the city as to such matters was divested by the enactment of the statute, and subsequent to the time when the statute went into effect, the city had no power to act; and since the ordinance was enacted subsequent to the time when the law took effect, the city acted without power and the ordinance was therefore void "

In determining these contentions between the city and the Company Justice Main of the supreme court said:

"Considering the entire statute, and especially the excerpts quoted therefrom, it seems plain to us that it was the legislative intent that the power and authority to regulate public utilities was vested in the Public Service Commission from and after the time the law took effect; and that, when the law became effective, it revoked the power of the city to legislate upon the subject-matter covered by the ordinance."

See also *State ex rel. Webster v. The Superior Court for King County*, 67 Wash. 37, from which case we quote the following:

"Without exception, courts have, in the absence of positive limitation, upheld the authority of the state as against municipal corporations when dealing with the problems of public service, and have been careful to warn against the danger of admitting a divided authority either to contract or control."

This, it would seem, disposes of contentions one and two, without commenting upon the decisions cited by Mr. Howe, which are clearly distinguishable.

The Company also contends that to perform the service required in the foregoing order will prevent the Company from earning a sufficient return on its investment.

Section 9 of chapter 117 of the Session Laws of 1911 provides:

"Every common carrier shall construct, furnish and provide safe, adequate and sufficient service facilities * * * to enable it to promptly, expeditiously, safely and properly receive, transport and deliver all persons or property, etc."

To furnish adequate and sufficient service facilities to enable it to promptly, expeditiously, safely and properly transport passengers is the primary duty of the respondent. This duty is not dependent on the ability of the company to earn a return on its investment. It is the performance of this duty which entitles the respondent to a return on its investment.

The service for which the company is entitled to receive compensation in the form of a return on its investment is the service defined by law, that is *adequate and sufficient*.

The law does not authorize the respondent to demand a return on its investment for providing a service which is fifty per cent. adequate and sufficient, or anything less than one hundred per cent. adequate and sufficient.

The measure of compensation to which respondent may be entitled is not graduated according to the degree of proficiency with which it discharges its duty.

The law does not authorize respondent to demand one-half of a reasonable return on its investment for furnishing a service which is fifty per cent. adequate and sufficient. Hence a proceeding such as this, to require respondent to provide adequate and sufficient service facilities, is not a proceeding affecting rates. It is not incumbent upon the Commission to make a valuation of respondent's property before requiring the respondent to furnish adequate and sufficient service facilities. Re-

spondent may not defend against such requirement by showing that the particular service demanded is not profitable, and in this case it is no defense for the company to show that a particular line of its system is or is not profitable.

Wyman on "Public Service Corporations," vol. 1, sec. 809;

Platt vs. LeCocq, 150 Fed. 391;

Mayor vs. Dry Dock E. B. & B. R. Co., 133 N. Y. 104, 33 N. E. 563;

Atlantic Coast Line R. R. vs. North Carolina Corporation Commission, 206 U. S. 1;

Washington P. & C. Ry. Co. vs. Magruder, 198 Fed. 218.

It will be seen from an examination of the foregoing authorities, that if the performance of the service does not require the Company to use any of its capital therefor, that the Commission has the power to order the service described in the statute, that is adequate and sufficient service. In this case no showing was made by the defendant Company that its return was not sufficient to provide this service. The sole question is the convenience of the public, limited only by the constitutional limitation of confiscation. It is not contended that it would be just or lawful to specify an unreasonable service, but a just and reasonable service that considers the frailties of women and others who of necessity are required to use street cars, should at all times be required and furnished.

A service which requires patrons, in order to reach their homes at reasonable hours and who are not successful in a mad rush for seats, to stand for long distances, is neither safe, adequate nor sufficient.

The idea has been permitted to grow up that street car companies shall not be required to furnish comfortable accommodations for all their passengers; that in order to pay interest on bonds, dividends on stock and other charges, men and women must be subjected to inconvenience and the unseemly conditions, which the testimony in this case disclose, where seats are provided only for those who are successful in the rush to secure them. This Commission is not in sympathy with such idea.

As an example of the conditions presented by this case, we quote from the uncontradicted testimony of Mr. Beals:

"Now, those cars of course being pay-as-you-enter cars, the steps are rather narrow and they are high, and they are constructed so that but one person can get up at the time. There is a little spare room, I suppose to take care of large people, but only one person can get into the car at a time. The gates, as they open, flare out just a trifle, so that two people can stand in the gates, but only one person can get up the steps. People are swept in there in a crowd, and I have seen women and children and men seriously discommoded. I would not say, possibly, actually hurt, but crowded in there with the crowd pushing behind them—it is like pushing them in the big end of a funnel and trying to jam them through the small end * * *

"For an old person, an old man or an old lady, or anybody incommoded with children, or suffering from any physical disability—they have no business in that crowd. It is a positive menace to them, I think, as well as a very, very serious inconvenience. I know that fre-

quently I do not like to take my wife in that crowd, and no lady should get in there. In the old days I used to walk a block or two down First Avenue and ride up. At night, once in a while you will be jammed in beside a man who has been drinking a little, and it was altogether very objectionable."

Many other responsible citizens gave testimony as to like conditions, and the Commission feels it to be its imperative duty to eliminate the cause of such conditions and prevent their recurrence, by enforcing better service.

The Commission has ordered a valuation of the company's property. If it should appear upon the valuation that the company cannot provide adequate and sufficient service and at the same time earn a reasonable return upon its investment, the Commission will increase its return. On the other hand, if it appears from a valuation of the company's property that the rate now charged for adequate and sufficient service is excessive, the Commission will order the rate reduced.

After entry and service of this order respondent filed a bill in equity in the District Court of the United States for the Western District of Washington, Northern Division, in which proceeding a decree was entered, restraining the enforcement of the order entered by the Commission upon the ground that to require respondent to furnish cars and seats for all who present themselves for transportation over the lines in question is unreasonable.

May 24, 1915, supplement complaint by the Commission was filed. Hearing was had at Seattle June 9, 1915, where it was agreed additional cars would be provided. June 25, 1915, the Commission entered an order requiring the Company on and after June 15, 1915, to provide and operate two additional cars on its Fauntleroy Park line and one additional car on its Alki Point line between the hours of 4:50 p. m. and 6 p. m.

No. 1833.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF FRANCES C. AXTELL ET AL., *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed December 19, 1914. Hearing held at Bellingham June 14, 1915, and continued indefinitely. Pending.

No. 1845.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF SEATTLE v. PUGET SOUND ELECTRIC RAILWAY, A CORPORATION, AND THE PUGET SOUND TRACTION, LIGHT & POWER COMPANY, A CORPORATION, *Defendants*.

January 13, 1915, complaint filed charging that in excess of five cent passenger fare is charged for a ride within Seattle city limits.

Hearing held at Seattle March 1, 1915. May 20, 1915, the Commission entered findings and order as follows:

The Commission finds that the Puget Sound Electric Railway and the Puget Sound Traction, Light & Power Company are operating street cars between Yesler Way and the southern city limits of the city of Seattle, passing the following points: Spokane Street, Georgetown, Colvin's, McLean's, Gorgiat's, Marino's, Maple's, Burt's, Mackey's, Van Asselt, Chicago Avenue, Davis and Floraville, all within the limits in the city of Seattle. That respondents are charging, demanding and collecting more than five cents for one continuous ride on said line within the corporate limits of said city, which fares so charged, demanded and collected by respondents between points in the city of Seattle on said line run from five cents between Yesler Way and Spokane Avenue to twelve cents between Yesler Way and Davis, and fourteen cents between Yesler Way and Floraville.

The Puget Sound Traction, Light & Power Company contends that it is not operating street cars on said line beyond Andover street, the Puget Sound Electric Railway contends that it is not operating cars between Andover Street and Yesler Way, and that it operates no street cars or street railway within the limits of the city of Seattle. These questions are mixed questions of law and fact, and in view of the action which the Commission has decided to take in relation to this proceeding it is not necessary for the Commission to enter formal findings of fact. It is sufficient that after considering all of the evidence in the case, the Commission is of the opinion that it is its duty to request the attorney general to institute appropriate proceedings in court to enforce the provisions of Section 25, of the Laws of 1911, which makes it unlawful for any street railway company to charge, demand or collect more than five cents for one continuous ride within the corporate limits of any city or town.

In the case of the Public Service Commission of Washington v. Puget Sound Electric Railway, the Commission made and entered findings of fact on May 12, 1914, wherein the Commission has, referring to section 25 of the Laws of 1911, said:

"Assuming protestants are correct in saying the Puget Sound Electric Railway is a 'street railroad company' with respect to that part of its operations, still this Commission cannot enforce a rate even for a street railroad company unless it is able to find from evidence produced at a hearing of which the company has had notice and an opportunity to be heard, that the rate to be enforced is in fact just and reasonable."

The case just referred to involved the entire schedule of rates of the Puget Sound Electric Railway. The operating properties of that company were valued as a whole. No attempt was made to determine the value of the property devoted to the street railway business in the city of Seattle. Revenues arising out of the street railway business conducted by the Puget Sound Electric Railway in the city of Seattle were not separately determined. Neither was the operating expense chargeable to street railway operation segregated

from the operating expense chargeable to the entire line. Consequently necessary data to enable the Commission to determine whether or not a rate of five cents for one continuous ride on the street railway line operated by the Puget Sound Electric Railway and the Puget Sound Traction, Light & Power Company within the corporate limits of the city of Seattle was not presented to the Commission in that case. Therefore, the Commission's statement in that case to the effect that the Commission could not enforce a rate even for a street railroad company, unless it was able to find from evidence produced at a hearing of which the company had had notice and an opportunity to be heard, that the rate to be enforced was in fact just and reasonable, was in conformity with the record in that case, but cannot be construed as a finding that a rate of five cents for one continuous ride on said line within the corporate limits of said city was, or was not, just and reasonable.

WHEREFORE, IT IS ORDERED, That the Attorney General of the State of Washington be, and he hereby is, requested to institute appropriate proceedings in the courts of said state to require the Puget Sound Traction, Light & Power Company and Puget Sound Electric Railway to observe and obey the provisions of Section 25, Chapter 117 of the Laws of 1911.

July 8, 1915, a letter was addressed to the Attorney General, requesting action be prosecuted.

No. 1846.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF SEATTLE, v. SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY, A CORPORATION, AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Defendants*.

January 13, 1915, complaint filed. Hearing was had at Seattle May 24, 1915, and that day findings and order were entered, as follows:

IT IS ORDERED, That the passengers on the cars of the defendant company be permitted to carry the usual and ordinary packages, parcels, bundles or other small merchandise without charge, it being understood that this order does not include merchandise for sale.

The company shall permit the passengers to carry flowers to be exhibited, or to be taken to hospitals, for the sick or other like places or occasions, and the usual and ordinary baggage carried by travelers, not including trunks, free of charge.

No. 1863.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE CITY OF SEATTLE, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed March 3, 1915, *re* routing of cars Alki Point and Fauntleroy Park lines. Closed by order in No. 1832, *supra*.

No. 1871.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF JAMES A. DOUGAN ET AL., v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed March 8, 1915, *re* commutation tickets and fare on West Seattle Ferry line. Pending.

No. 1875.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF SEATTLE, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed March 10, 1915, *re* routing of cars on the West Woodland line. Hearing at Seattle May 27-28, 1915. After a conference between representatives of complainant and respondent, an agreement was reached to the effect that respondent should commence on the night of May 29, 1915, operating through service on the Wallingford line, which through service would require one or two additional cars.

May 28, 1915, the Commission made the following order:

IT IS ORDERED, That, in accordance with said agreement the shuttle service recently maintained, be eliminated and that through service be operated on the Wallingford line, commencing on the evening of May 29, 1915, and continuing until further order of the Commission.

No. 1876.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed March 10, 1915, *re* routing cars on Wallingford and North Fortieth lines, Seattle. Hearing held at Seattle May 28. Same as No. 1875.

No. 1878.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Valuation proceedings instituted March 12, 1915. Pending.

No. 1881.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE CITY OF SEATTLE, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed March 12, 1915, *re* cancellation of joint traffic arrangement with West Seattle Ferry. Pending.

No. 1882.

Investigation re death of F. S. Scharf, struck by Spokane & Inland switch engine at Spokane, February 9, 1915.

February 15, 1915, report of accident received. July 8, 1915, transcript of proceedings at inquest filed.

No. 1885.

In the matter of the application of the Puget Sound Traction, Light & Power Company for permission to disregard Section 6, of the general requirements of Rule No. 36 of Chapter 130 of the Session Laws of 1913.

The above entitled proceeding coming on before the Commission on the application of the Puget Sound Traction, Light & Power Company, filed March 16, 1915, for permission to set and maintain a crossing span pole on either side of the main track of the Great Northern Railway near Snohomish, Washington, it appearing that in 1910 crossing span poles were set at the place mentioned with a clearance of but six feet between such poles and the nearest rail of said track, a washout during a flood period of the Snohomish River having excavated a deep hole in the side of the railroad embankment. Petitioner desires to reconstruct the crossing span in question for the purpose of providing a greater clearance between the poles and the rails by setting and maintaining such poles with a clearance of nine feet between the poles and the nearest rail, and it appearing that it is a physical impossibility to locate the poles in the crossing span over nine feet from the rails without constructing a crossing span of approximately 200 feet in length, which would be unsafe and unreasonable;

April 1, 1915, the Commission entered the following order:

IT IS THEREFORE ORDERED, That the consent of the Public Service Commission of Washington to the reconstruction of said crossing span by setting and maintaining said poles with a clearance of nine feet between each pole and the nearest rail of said track be, and said consent hereby is, granted.

No. 1920.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF VICTOR FUEL COMPANY, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Defendant*.

Complaint filed May 22, 1915, re inadequate facilities for handling coal shipment. Following hearing at Seattle June 16, 1915, a stipulation was filed June 21 under which complaint was withdrawn, without prejudice. June 22, 1915, order of dismissal was entered.

No. 1937.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF SCHWABACHER BROTHERS & COMPANY ET AL., *Complainants*, v. SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CALHOUN AND JOSEPH PARKIN AS RECEIVERS, *Defendants*.

Complaint filed July 2, 1915, *re* extension of tracks on Fifth Avenue South and erection of freight shed. Hearing at Seattle July 15, 1915. Pending.

No. 1944.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF PUGET SOUND TRACTION LIGHT & POWER COMPANY, *Complainant*, v. CITY OF SEATTLE, *Defendant*.

Petition filed by company July 26, 1915, for order relieving it from franchise provisions. Motion to dismiss filed by city August 4, 1915. Pending.

No. 1953.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Defendants*.

Complaint filed August 16, 1915, *re* station stop at city limits, Seattle. Hearing held at Seattle September 20, 1915. Pending.

The Commission entered the following orders permitting tariffs to become effective on less than statutory notice:

No. 1372.

Puget Sound Electric Railway. Schedule covering lighting rates for Pacific City, Wash.

No. 2310.

Puget Sound Electric Railway. Reduction in round trip fare between Puyallup and Seattle, Wash.

No. 2325.

Puget Sound Traction, Light & Power Company. Reduction in rate on paving brick from track connection with the Puget Sound Electric Railway at Massachusetts Street, Seattle, to points on Seattle Boulevard between Dearborn Street and Norman Street, Seattle, Wash.

No. 2347.

Pacific Northwest Traction Company. Reduction in rate on logs from Chippewa Logging Spur to Lake Ballinger, Wash.

No. 2381.

Pacific Northwest Traction Company. Reduction in optional rate for brick plants during construction.

No. 2388.

Puget Sound Electric Railway. Reduction in rate on crushed stone and rock from Quarry, Wash., to track connection with Northern Pacific Railway at Georgetown, Wash.

No. 2389.

Puget Sound Traction, Light & Power Company. Reduction in rate on sand and gravel from Drummond's Spur to points on Thirty-first Avenue South from Jackson Street to Norman Street, Seattle, Wash.

No. 2397.

Puget Sound Electric Railway. Reduction in rate on brick from Renton to Orillia, Wash.

No. 2400.

Puget Sound Electric Railway. Reduction in rates on butter, cheese, eggs, meat, poultry and fruit between Seattle and Renton, Kent, Auburn and Tacoma; and between Tacoma and Puyallup, Auburn and Kent; on vegetables between Seattle and Renton, Kent, Auburn and Tacoma; and between Tacoma and Puyallup, Auburn and Kent, Wash.

No. 2401.

Puget Sound Electric Railway. Reduction in commutation fares on the Seattle-Renton line and the Tacoma-Puyallup-Meeker line, between Seattle and Tacoma, Wash.

No. 2433.

Pacific Northwest Traction Company. Reduction in rate for cement plants, State of Washington.

No. 2435.

Puget Sound Electric Railway. Reduction week-end fares between Tacoma and Seattle, Wash.

No. 2450.

Pacific Northwest Traction Company. Reduction in round trip excursion rates from Everett to Silver Lake, Wash.

No. 2457.

Puget Sound Traction, Light & Power Company. Reduction in rate on paving brick from track connection with Puget Sound Electric Railway at Massachusetts Street, Seattle, to point on Kinnear Park line, Seattle, Wash.

No. 2470.

Puget Sound Traction, Light & Power Company. Reduction in rate on paving brick, carloads, from track connection with Puget Sound Electric Railway at Massachusetts Street, Seattle, to points on East Columbia Street between Twelfth and Fourteenth Avenues, Seattle, Wash.

No. 2476.

Puget Sound Electric Railway. Reduction in rates on paving brick from Renton to points on line of Puget Sound Traction, Light & Power Company in Seattle, as follows: East Columbia Street between Twelfth and Fourteenth Avenues and East Pine Street between Broadway and Fourth Avenue in Seattle, Wash.

No. 2482.

Puget Sound Electric Railway. Reduction in express freight rates on certain commodities between Seattle and Tacoma, Wash., as set out in tariff covered by said order.

No. 2484.

Puget Sound Electric Railway. Reduction in certain commutation suburban passenger fares between Seattle and stations south of Georgetown to and including Renton, and between Tacoma and stations on the Puyallup line to and including Puyallup, Wash.

No. 2504.

Pacific Northwest Traction Company. Reduction in rate on sand and gravel from Bellingham to Clayton Bay.

No. 2531.

Puget Sound Electric Railway. Reduction in rates on suburban fares, one way, between Tacoma and Meeker; round trip between Tacoma and Ardena, Firwood, Cedarhurst, Berrytown, Puyallup and Meeker.

No. 2532.

Pacific Northwest Traction Company. New commodity rate from Great Northern Railway transfer at Lowell, and Chicago, Milwaukee & St. Paul Railway transfer at Lowell to Post Office Spur at Everett; also absorption of switching charges at Seattle.

No. 2561.

Puget Sound Electric Railway. Reduction in passenger fares on certain Renton suburban trains.

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING ELECTRIC
LIGHT AND POWER COMPANIES.**

No. 679.

**THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
A. J. SPLAWN, MAYOR OF NORTH YAKIMA, *Complainant*, v. PACIFIC
POWER & LIGHT COMPANY, *Defendant*.**

The original complaint in this case was filed July 3, 1912, involving water service at the city of North Yakima. On January 10, 1913, a hearing was had, and on March 26, 1913, the Commission entered an order requiring defendant to prepare a complete detail of plans for a concrete storage reservoir, to submit said plans within 45 days from the date of the service of the order, such plans to be subject to the approval of the Commission and to such further orders as the Commission should deem proper. A writ of review was issued by the Superior Court of Yakima County, in which proceeding judgment was entered August 2, 1913, confirming said order of the Public Service Commission, from which judgment an appeal was taken to the Supreme Court, and on August 10, 1914, such appeal was dismissed.

November 25, 1914, order was entered by the Commission directing and requiring the company to prepare such complete detailed plans for making the improvements, and to submit said plans to the Commission on or before February 1, 1915. January 29, 1915, the company filed its answer and petition, asking to be relieved or exonerated from performance of the former order of the Commission. Hearing was held at North Yakima September 15, 1915, and testimony taken. Chlorine system was installed and final order deferred. Pending.

No. 1630.

**THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE CITY OF POMEROY, A MUNICIPAL CORPORATION, *Complainant*, v.
PACIFIC POWER & LIGHT COMPANY, A CORPORATION, *Defendant*.**

Complaint filed February 26, 1914, by the city attorney of Pomeroy, charging inefficient and intermittent service. April 2, 1915, the Commission made findings and order as follows:

"Pacific Power & Light Company, having extended its high tension power line to the city of Pomeroy, and the city of Pomeroy, through its attorneys, Messrs. Kuykendall & McCabe, advised the Commission by letter that it consents to dismissal of the above entitled proceeding,

"It is ORDERED, That the above entitled cause be, and the same hereby is, dismissed."

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No. 1664.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE TOWN OF NEWPORT, *Complainant*, v. NORTHERN IDAHO & MONTANA POWER COMPANY, *Defendant*.

Complainant charges discrimination, unjust, unfair, and unreasonable rates. Hearing was held and testimony taken. May 8, 1915, the Public Service Commission was advised that April 22, 1915, the Newport city council passed a resolution asking the Public Service Commission to withdraw this complaint against the company, it appearing conclusively from the report of the Commission's engineer that further proceedings in the cause would be useless and futile.

Order of dismissal entered May —, 1915.

No. 1683.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC POWER & LIGHT COMPANY, *Defendant*.

Valuation proceedings were instituted by the Commission and January 7, 1915, findings and order were entered as follows:

This cause came on for hearing before the Public Service Commission of Washington at the city of North Yakima, Washington, on June 15, 1914, at which time and place testimony was introduced. The Commission was represented by Attorney Stephen V. Carey, Assistant Attorney General; the Pacific Power and Light Company was represented by W. W. Cotton, John A. Laing, Leslie Craven and Englehart and Rigg, its attorneys; the city of North Yakima, *et al.*, was represented by Harry E. Wilson and Guy O. Shumate, its attorneys; the city of Kennewick was represented by C. Holcomb, its attorney; the city of Prosser was represented by C. W. Fristoe, its attorney; the city of Pomeroy was represented by E. V. Kuykendall, its attorney; the city of Pasco by Gerald Ryscek, its attorney; the water users of White Bluffs, Hanford and other Columbia River towns, were represented by M. M. Moulton, their attorney; the town of Zillah was represented by Walter G. Loewe, its attorney; the city of Waitsburg was represented by Milton O. Pickett, its attorney; the city of Dayton was represented by Leon B. Kenworthy, its attorney.

On December 11, 1914, further testimony was submitted by the Pacific Power & Light Company at a hearing held in the city of Seattle, the company being represented at this hearing by its above mentioned attorneys and the interested cities and towns were represented by Attorneys Harry E. Wilson and Guy O. Shumate.

I

The Pacific Power and Light Company is a corporation incorporated under the laws of the State of Maine, June 16, 1910, for the purpose of consolidating various established properties serving the communities in the Yakima, Walla Walla and lower Columbia River

Valleys in Washington, together with adjacent ones in the states of Idaho and Oregon. It is now engaged in serving electric light and power in the following counties: Klickitat, Yakima, Grant, Franklin, Benton, Walla Walla, Columbia and Garfield in Washington and Umatilla, Wasco, Hood River and Clatsop in Oregon. It also serves gas to North Yakima, Walla Walla and Clarkston in Washington and to Lewiston in Idaho and to Pendleton and Astoria in Oregon. It serves water for domestic uses to Pasco, Kennewick, Prosser and North Yakima and does the street railway business in Walla Walla and Astoria and through the Walla Walla Valley Railway Company, whose stock it owns, operates an interurban line from Walla Walla, Washington, to Milton, Oregon. The properties acquired by the Company and the date of their acquirement are as follows:

- July 1, 1910—Yakima-Pasco Power Company,
Yakima Gas Company,
Northwest Light and Water Company,
Yakima Valley Power Company.
Columbia Power and Light Company,
Northwestern Corporation, Walla Walla,
Northwestern Corporation, Pendleton,
Wasco Warehouse Milling Company, The Dalles,
Lewiston Gas Company, Lewiston, Idaho,
Astoria Electric Company.
- Apr. 1, 1911—Prosser Water Company,
Prosser Power Company,
Tuccannon Power Company, Pomeroy,
Dayton Electric Company,
Waitsburg Electric Company,
Hood River Gas and Electric Company,
Klickitat Light and Power Company, Goldendale,
Husum Power Company, White Salmon.
- Sept. 30, 1911—Reservation Electric Company, Toppenish.
- June 30, 1912—Huntsville Light Company.

II.

In acquiring the above properties the company assumed the liabilities and underlying bonds as follows:

Walla Walla Gas and Electric Company.....	\$81,000 00
Northwestern Gas and Electric Company.....	526,000 00
Astoria Electric Company.....	150,000 00
Yakima Water, Light and Power Company....	133,000 00
Northwest Light and Water Company.....	63,000 00
Yakima Valley Power Company.....	14,000 00

Total..... \$967,000 00

On the date of this investigation all underlying bonds had been retired either by purchase or exchange for securities of the company.

III.

The company furnishes power for the purpose of watering approximately 75,000 acres of land in the Yakima Valley. The esti-

mated population served is about 75,000. The company has 715 miles of electrical distributing system and 444 miles of high voltage transmission lines.

IV.

The electrical system is separated into four separate units, viz., the White Salmon System, the Goldendale System, the Pomeroy System and the Yakima-Walla Walla System. A brief description of each is herewith given:

THE WHITE SALMON SYSTEM.

White Salmon is a small town in Klickitat County, having a population of approximately 1,000 people. Six miles north of White Salmon on the White Salmon River the company owns and operates a small hydro-electric plant of 75 K. W. capacity. The power from this plant is transmitted at 6,600 voltage to the town where a general light and power business is carried on.

GOLDENDALE ELECTRIC SYSTEM.

On the Little Klickitat River, about eight miles west of Goldendale, is a hydro-electric power plant of 150 K. W. capacity. A 6,600 volt line connects the plant with the city of Goldendale and a branch line runs south to the town of Centerville. A general light and power business is carried on there.

POMEROY ELECTRIC SYSTEM.

On the Tucannon River, eight miles southwest of Pomeroy, is the Marengo hydro-electric plant with an installed generating capacity of 150 K. W. A steam auxiliary plant is located at Pomeroy. A 6,600 volt line runs from the Marengo plant to Pomeroy, where a general light and power business is conducted.

YAKIMA-WALLA WALLA SYSTEM.

By far the most important unit of the system is the Yakima-Walla Walla Electric Unit. This system serves all the towns of any size in the counties of Yakima, Benton, Franklin, Walla Walla, Columbia and Umatilla. There are 390 miles of 66,000 voltage transmission lines, 63 miles of 25,000 voltage, and about 150 miles of 6,600 voltage, rural distribution lines. Some thirty or more towns and cities are served, among the more prominent of which are Dayton, Walla Walla, Pendleton, Pasco, Kennewick, Sunnyside, Toppenish and North Yakima. There are seven power plants interconnected, two being hydro-electric, two steam and three combined hydro-electric and steam.

V.

The Commission finds that the amount of stocks and bonds authorized and issued is as follows:

	<i>Authorized</i>	<i>Issued</i>
Common stock	\$6,000,000 00	\$6,000,000 00
Preferred stock	2,000,000 00	2,000,000 00
Second preferred stock.....	1,500,000 00	1,500,000 00
Bonds	30,000,000 00	6,076,000 00
Total.....	\$39,500,000 00	\$15,576,000 00

Inasmuch as the stocks and bonds cover the entire property of the company it would be useless to say how much are chargeable to the electrical properties under consideration and how much are chargeable to the balance of the property. Therefore they cannot be segregated.

VI.

As far as the Commission can determine the stock is not now and has not recently been on the market and therefore it is impossible to arrive at the market value thereof.

VII.

Mr. Burroughs, the Commission's engineer, reports the book cost of the property in question to be \$10,680,459.10. This figure he arrived at by apportioning the book cost of the entire property of the company on the basis of the prices found by him to have been paid for the various properties.

The cost of the property to the company as reported by Mr. Burroughs is \$5,563,459.10, based on the prices paid for the various properties as follows:

Northwest Light & Water Company.....	\$1,500,000 00
Yakima Valley Power Company.....	} .. 600,000 00
Pasco Light and Water Company.....	
Columbia Basin Light and Water Company	} .. 40,893 23
Reservation Electric Company, Toppenish....	
Prosser Power Company.....	100,982 24
Walla Walla Gas and Electric Company..	} .. 1,081,000 00
Northwestern Corporation	
Northwest Gas and Electric Company....	} .. 47,733 30
Waitsburg Electric Company.....	
Huntsville Light Company.....	1,500 00
Dayton Electric Company.....	105,031 54
Tuccannon Power Company.....	91,364 90
Klickitat Light & Power Company.....	45,583 90
Husum Power Company.....	47,642 42
Pacific Power and Light Company.....	1,901,727 57
Total.....	\$5,563,459 10

The item of \$1,901,727.57 is the amount expended by the company after it acquired the properties, and the balance or \$3,601,731.53 is what the company paid for the properties taken over.

Mr. Burroughs reports the actual investment in the physical properties as shown by the books of the original companies to be as follows:

Northwest Light and Water Company.....	\$820,430 22
Yakima Valley Power Company.....	226,816 88
Pasco Light and Water Company.....	27,959 46
Columbia Basin Light and Water Company...	22,149 51
Reservation Electric Company, Toppenish.....	26,078 87
Prosser Power Company.....	84,825 35
Walla Walla Gas and Electric Company... }	839,045 78
Northwest Gas and Electric Company.... }	
Northwest Corporation	
Waitsburg Electric Company.....	22,500 00
Huntsville Light Company.....	1,500 00
Dayton Electric Company.....	64,878 58
Tuccannon Power Company.....	36,240 73
Klickitat Light and Power Company.....	32,875 82
Husum Power Company.....	23,921 64
Pacific Power and Light Company.....	1,901,727 57
Total.....	\$4,130,950 41

The company contends that the figure \$5,563,459.10 more nearly represents the cash invested in property than does the figure \$4,130,950.47, basing their contention chiefly on the fact that many of the old books were missing, that there are no records of the Walla Walla Gas and Electric Company and the records of the Waitsburg Electric Company and the Huntsville Light Company were very incomplete. The finding of the exact original cost of a utility property is usually surrounded with many difficulties and it is very seldom that commissions and engineers can from the old records of the company clearly establish the original cost, and the Commission realizes that in this case there may have been various expenditures made in the earlier years of some of the companies taken over which are not susceptible of accurate determination. Therefore the Commission is of the opinion and so finds that the cost of the property taken over by the present company not including working capital, development cost, or water power value, but including the expenditures made by the present company since reorganization is at least \$4,130,950.41.

IX.

The following is the cost of reproduction as found by the Commission's engineer and the company's engineer:

	<i>Burroughs</i>	<i>Hagenah</i>
Real estate	\$305,874 00	\$312,907 00
Buildings, fixtures and grounds.....	203,615 00	189,844 00
Hydraulic power works.....	789,097 00	941,393 00
Plant and substation equipment.....	692,181 00	706,063 00
Transmission and distribution systems....	1,391,240 00	1,623,235 00
Overhead charges on above.....	615,263 00	692,107 00
Stores and working capital.....	254,885 00	223,277 00
Total.....	\$4,252,155 00	\$4,688,826 00

The Commission finds the cost of reproduction to be as follows:

Real estate	\$309,000 00
Buildings, fixtures and grounds.....	195,000 00
Hydraulic power works.....	870,000 00
Plant and substation equipment.....	700,000 00
Transmission and distribution systems.....	1,465,000 00
Overhead charges on above.....	646,000 00
Stores and working capital.....	255,000 00

Cost of reproduction.....\$4,440,000 00

From this figure \$4,440,000.00 there should be deducted the following property which the Commission considers not used or useful in furnishing service:

Real estate	\$69,000 00
Dayton power plant.....	30,000 00
Unused equipment	60,000 00
Portland office	24,000 00
Kennewick stores	97,000 00

Total deductions \$280,000 00

This leaves a total cost of reproduction less unused property of \$4,160,000.00. The cost of reproduction new less depreciation is \$3,770,500.00. These amounts do not include anything for development cost or going value, nor water power value. Mr. Burroughs calculates the development cost to June 30, 1913, as \$183,383.00, but in arriving at this figure he used as a basis the cash invested in the property as shown by the books of the various companies. On the same basis, allowing five per cent. of the cash invested as shown by the books to cover the investment in stores and working capital, the development cost to June 30, 1913, would be \$290,000.00. Mr. Gray estimates the development cost of the property since its acquisition by the company as \$392,000.00. Mr. Hagenah estimates the development cost or going value to be \$635,000.00.

X.

The four engineers, Messrs. Hagenah, Burroughs, Gray and Ross, all gave testimony as to the value of the water powers owned by the company and each arrived at his conclusions by following methods more or less known to commissions and engineers as means of measurement of water power values. Mr. Burroughs used what is termed the "capitalized annual savings method;" Mr. Ross used the "steam plant comparison method;" Mr. Gray adopted the method used by Mr. Burroughs but applied it differently; Mr. Hagenah used what might be termed the "supply and demand method." All of the above are fully explained in the testimony in this case. The results arrived at by each engineer is as follows:

Hagenah	\$700,000 00
Burroughs	000,000 00
Gray	652,033 00
Ross	000,000 00

The question of whether water rights should be valued in rate making cases, if value exists, has apparently been definitely determined in the affirmative in the case of *San Joaquin and Kings River Canal and Irrigation Company, Incorporated, vs. County of Stanislaus*, decided in April, 1914, by the Supreme Court of the United States. This is a case involving the question of the value of water rights and Mr. Justice Holmes who rendered the opinion says:

"The roadbed of a railroad is devoted to a public use in a stricter sense, yet the title of the railroad remains, and the use, though it may be demanded, must be paid for. In this case it is said that a part of the water was appropriated before the Constitution went into effect, and that a suit now is pending to condemn more as against a riparian proprietor, for which of course the plaintiff must pay. It seems unreasonable to suppose that the Constitution meant that if a party instead of using the water on his own land, as he may, sees fit to distribute it to others he loses the rights that he has bought or lawfully acquired. Recurring to the fact that in every instance only a few specified individuals get the right to a supply, and that it clearly appears from the latest statement of the Supreme Court of California, *Palmer v. Railroad Commission*, January 20, 1914, that the water when appropriated is private property, it is unreasonable to suppose that the constitutional declaration meant to compel a gift from the former owner to the users and that in dealing with water 'appropriated for sale' it meant that there should be nothing to sell."

XI.

The earnings and operating expenses for the year 1912 are as follows:

Gross earnings	\$653,651 09
Operating expenses	286,718 70
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Net earnings, not including depreciation and interest	\$366,932 39

The earnings and operating expenses for the first six months of the year 1913 are as follows:

Gross earnings	\$319,565 97
Operating expenses	154,618 35
<hr/>	
Net earnings, not including depreciation and interest	\$164,947 62

XII.

After a full consideration of all the testimony in this case and taking into consideration all the elements of valuation provided by statute and considering and including the value of the water right, the Commission finds a fair value of the property used and useful as a going concern on June 30, 1913, to be the sum of \$4,700,000.00.

No. 1809.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
WASHINGTON WATER POWER COMPANY, *Defendant*.

Valuation proceedings instituted October 29, 1914. Appraisal in progress. Pending.

No. 1814.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
PUGET SOUND ELECTRIC COMPANY, A CORPORATION, *Respondent*.

Cause involves service at Jovita. Settled and dismissed.

No. 1851.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
EVERETT TRADES COUNCIL ET AL., *Complainant*, v. EVERETT RAILWAY,
LIGHT & WATER COMPANY, A CORPORATION, *Defendant* (PUGET SOUND
INTERNATIONAL RAILWAY & POWER COMPANY SUBSTITUTED AS *De-
fendant*).

Complaint filed January 6, 1915, *re* charges for electricity and
water at Everett. Hearing was had at Everett March 23, 1915. Pend-
ing.

No. 1854.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
J. H. MCLENNAN ET AL., *Complainant*, v. WASHINGTON WATER POWER
COMPANY, *Defendant*.

Complaint filed February 6, 1915, *re* excessive electric rates.

Action pending, awaiting valuation of property of defendant com-
pany.

No. 1862.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
PACIFIC POWER & LIGHT COMPANY, *Defendant*.

Complaint filed March 2, 1915, *re* rates for light and power.

Hearings were held at North Yakima May 6 and September 28,
1915. Pending.

No. 1874.

Petition of Elmer M. Hayden, Receiver of Washington-Oregon
Company.

Petition was filed February 24, 1915, asking approval of the Com-
mission of an agreement between the receiver and the Independent
Electric Company for settlement of claims for furnishing electric cur-
rent to the Kelso Water Works. Pending.

No. 1935.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF HENRY L. ALLDIS, *Complainant*, v. ELMER M. HAYDEN AS RECEIVER WASHINGTON-OREGON CORPORATION, *Defendant*.

Complaint filed June 29, 1915, *re* power rates at Chehalis. Hearing held at Chehalis July 28, 1915, at which time the city of Chehalis joined in and adopted the petition of petitioner. Order entered August 17, 1915, as follows:

IT IS THEREFORE ORDERED, That Supplement No. 1 to Tariff S-1, heretofore filed with the Commission, be and it is approved and that the supplement became effective on the 21st day of June, 1915, and ever since has been and now is in full force and effect.

IT IS FURTHER ORDERED BY THE COMMISSION, That jurisdiction of this matter be and is retained by the Commission for the period of six months.

No. 1975.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF F. H. LUHMANN ET AL., *Complainant*, v. PACIFIC POWER & LIGHT COMPANY, *Defendant*.

Complaint filed September 16, 1915, *re* extension of electric pole line to White Bluffs. Pending.

No. 1978.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF MAYOR AND COUNCIL OF TOWN OF MARCUS, *Complainant*, v. MARCUS LIGHT & WATER COMPANY, *Defendant*.

Complaint filed October 2, 1915, *re* water and electric rates at Marcus. Pending.

Orders were issued by the Commission permitting tariffs to become effective on less than statutory notice in the following cases:

No. 2323.

Bremerton-Charleston Light & Fuel Company. Reduction in cooking rate and cash discount.

No. 2329.

Jim Creek Water, Light & Power Company. Reduction in commercial lighting meter rates.

No. 2354.

Puget Sound Traction, Light & Power Company (Seattle Division). Reduction in lighting rates for residences, schools, halls and churches.

No. 2355.

Puget Sound Traction, Light & Power Company (Seattle Division).
Reduction in certain commercial lighting rates.

No. 2356.

Puget Sound Traction, Light & Power Company (Seattle Division).
Certain reductions in power rates.

No. 2357.

Puget Sound Traction, Light & Power Company (Seattle Division).
Reduction in certain optional commercial lighting rates.

No. 2360.

Seattle Lighting Company. Reduction in rate on gas for free demonstration and education in domestic science, manual or other arts.

No. 2372.

Marcus Light & Water Company. Reduction in certain rates for electric cooking and heating; also substituting rules governing same.

No. 2428.

Pacific Power & Light Company. Reduction in cooking rates in State of Washington.

No. 2488.

Puget Sound Traction, Light & Power Company (Seattle Division).
Adding additional Mazda lamp service to optional rate for public markets.

No. 2431.

Bremerton-Charleston Light & Fuel Company. Consolidation of electric light and power rates in the towns of Bremerton, Charleston, Manette and Port Orchard, Wash.

No. 2490.

Puget Sound Traction, Light & Power Company (Seattle Division).
Adding additional Mazda lamp service to optional flat rate for commercial lighting.

No. 2491.

Puget Sound Traction, Light & Power Company (Seattle Division).
Adding additional Mazda lamp service to Commercial lighting rates.

No. 2492.

Puget Sound Traction, Light & Power Company (Seattle Division).
Adding additional Mazda lamp service to optional rate for theaters.

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING WATER
AND IRRIGATION COMPANIES.**

No. 868.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
CITY OF MALDEN, *Defendant*, v. MALDEN WATER WORKS COMPANY.

On stipulation of the parties to the above entitled proceedings the Commission, January 29, 1915, entered an order modifying the orders entered in the proceeding on August 5, 1913, and November 30, 1913, with respect to the improvements to be made by the company in the water system in the town of Malden.

No. 1665.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE TOWN OF NEWPORT, *Complainant*, v. NEWPORT WATER COMPANY,
Defendant.

Complaint filed February 9, 1914, charging undue preference and discrimination, and that the charges are unjust, unfair and unreasonable. December 28, 1914, the Commission was advised that the case had been compromised, and a stipulation of dismissal had been entered into.

Order of dismissal entered into December 29, 1914.

No. 1743.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE TOWN OF EPHRATA, A MUNICIPAL CORPORATION, v. L. H. PRUITT
AND EMMA PRUITT, HIS WIFE, *Defendants*.

Complaint filed January 25, 1914, involving water service. Hearing at Ephrata July 29, 1915. Decision pending.

No. 1773.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
JAMES W. GOSS AND ROSA GOSS, HIS WIFE, *Complainant*, v. METALINE
FALLS LIGHT & WATER COMPANY, *Defendant*.

Complaint was filed September 8, 1915, attacking the reasonableness of rates for water, and charging discrimination. The Commission entered findings and order May 29, 1915, as follows:

I.

That James W. Goss and Rosa Goss, his wife, are residents of the town of Metaline Falls and are the owners and occupants of property in said town.

II.

That the Metaline Falls Light & Water Company is a corporation engaged in furnishing light and water to consumers in and for Metaline Falls, Washington, an incorporated town, and is a public service corporation coming under the jurisdiction of this Commission.

III.

The gist of the complaint against the defendant company is that the complainants are charged \$8.50 per month for water, which is \$3.50 per month more than other consumers are paying for a like service, which is unreasonable and discriminatory.

IV.

That the company does not furnish sufficient water pressure for fire protection.

V.

That the plaintiffs have been put to an expense of \$437.44 in court proceedings relative to this complaint and request that the defendant company be required to refund said amount. Inasmuch as this is a matter for the courts to determine, rather than this Commission, this part of the complaint will be dismissed.

VI.

The tariff of the defendant company on file with the Commission prescribes the following rates:

Dwellings, each	\$1.50 per month
Hotel with bar room.....	5.00 per month
Hotel, no bar room.....	3.50 per month
Saloon	5.00 per month
Restaurant	3.50 per month
Boarding houses	3.50 per month
Barber shops	3.50 per month
Stores or meat markets.....	2.00 per month
Stores with meat market in connection...	3.50 per month
Stables or barns.....	1.50 per month

A charge of 50 cents for each horse will be made.

All rates are flat rates, payable monthly in advance in the office of the company.

When more than one family occupies a house or dwelling, a charge of \$1.50 per month for each family will be made.

VII.

The plaintiffs own a two-story frame building, on the lower floor of which is conducted a saloon and on the upper floor there are five small rooms used as bedrooms. To the main building is attached a

smaller building in which is conducted a restaurant. The plaintiffs also occupy the rooms as living quarters.

VIII.

As evidence of the discrimination practiced by the company, the plaintiffs cite the following business places, in which it is contended that the service rendered is similar to that of plaintiffs and for which the company is receiving a lesser rate:

A. D. Baker, saloon with rooms upstairs and pool hall, with hall and dwelling rooms upstairs, pays	\$5.00 per month
Nick Kosanovich, saloon, with boarding house, pays	5.00 per month
Swanson Brothers, hotel building, 36 rooms, one room on first floor occupied by a bank; two rooms used as restaurant, pay.....	5.00 per month

IX.

The defendant company has, all told, forty-three water consumers made up as follows:

City of Metaline Falls.....	\$35.00 per month
30 dwellings	1.50 per month
4 saloons	5.00 per month
6 customers, such as hotels, boarding houses, barber shop, etc.....	3.50 per month
1 customer	2.50 per month
1 customer	2.00 per month

X.

The place occupied by Nick Kosanovich, cited by complainants, has a saloon on the lower floor of the building for which he is charged \$5.00 per month for water. The upper floor is used as a sort of bachelors' quarters, where a number of workingmen, ranging in number all the way from ten to twenty, who have clubbed together and do their own cooking. No water rent is collected from these parties.

At the A. D. Baker place there is conducted a saloon for which a charge of \$5.00 per month is made for water. The upper floor is used as a rooming house, hall and living quarters, for which no water rent is charged.

At the Swanson place there is conducted a saloon and restaurant for which a charge of \$8.50 is made. In this building there are rooms overhead for which no water rent is paid.

XI.

It seems clear to the Commission that the company is charging its customers in accordance with its tariff now on file. It is the opinion of the Commission, however, that the tariff itself is not sufficiently bal-

anced to insure that each user of water will pay in proportion to the service rendered and we are of the belief that a tariff of finer classification should be filed in lieu of the company's present one.

XII.

The testimony regarding the water pressure for fire protection was to the effect that there had been an inefficient pressure in the past, but the testimony of the mayor and other citizens indicates that at the present time the pressure is satisfactory.

XIII.

The complainants state in their complaint, and the testimony was also to the effect, that the defendant company had failed to file its tariff with the Commission in accordance with law and did not so file said tariff with the Commission until March 28, 1913. The public service act became effective June 8, 1911, and many of the companies, especially the smaller ones, such as this, apparently were not familiar with the requirements of the act and did not comply with the provisions thereof until their attention was called to the requirements by notice from the Commission. Under the circumstances we do not feel that the company should be penalized for this seeming delinquency, inasmuch as its tariff was filed on March 28, 1913, and has been in effect since that date.

From the foregoing findings the Commission does now make the following

ORDER.

The defendant company is hereby ordered to file with the Commission, within twenty days from the service of this order, a tariff superseding Tariff No. 1, now on file with this Commission, said tariff to be made in accordance with the classification adopted by the Commission for flat rates for water service, the basic charge in said tariff to be such that the revenues derived therefrom, as a whole, will not exceed the present revenues of the company. All other parts of the complaint not in conflict with this order are hereby dismissed.

No. 1779.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
W. R. CRAWFORD AND M. D. HAYNES, AS RECEIVERS OF THE EMPIRE
LIFE INSURANCE COMPANY, *Complainant*, v. VERA ELECTRIC WATER
COMPANY, *Defendant*.

Complaint was filed September 9, 1914, regarding rates for water service. Hearing was held April 12th at Spokane. No appearance having been made by the complainants at the hearing an order of dismissal was entered.

No. 1803.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE CITY OF BREMERTON, A MUNICIPAL CORPORATION OF THE THIRD CLASS, *Complainant*, v. THE GARRISON FISHER COMPANY, A CORPORATION, COMMONLY KNOWN AS THE BREMERTON WATER COMPANY, *Defendant*.

Complaint was filed October 17, 1914, and hearing was had at Bremerton December 7, 1914. April 26, 1915, the Commission entered findings and order. The principal contentions of the complaint were to the effect that defendant company is not following the franchise provisions in regard to its charges for service connections and meter rates. The Commission holds that the statute does not vest it with jurisdiction to enforce the provisions of a franchise contract. As to the third cause of complaint, inaccurate meters, test by the Commission engineer of the meter complained of showed that the meter registered 99.3 per cent. of water passed, which is well within the limit of variance allowed under the Commission rule. For the reasons stated the case was dismissed.

No. 1812.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE MAYOR AND COUNCIL OF CASTLE ROCK, *Complainant*, v. J. E. KALMBACH, PROPRIETOR CASTLE ROCK WATER WORKS, *Defendant*.

Complaint was filed October 31, 1914, asking suspension of tariff filed February 21, 1914. Suspension order for 90 days issued October 31, 1914. Complaint withdrawn December 1, 1914, by complainant and order of dismissal entered.

No. 1834.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF BEN E. THOMAS, *Complainant*, v. STRATFORD IRRIGATION COMPANY, A CORPORATION, *Defendant*.

Complaint filed October 22, 1914, *re* irrigation service. Hearing held April 6, 1915, at Wilson Creek. Dismissed at request of complainant, December 17, 1915.

No. 1844.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF WILLIAM H. MURRAY AND GRACE P. MURRAY, *Complainants*, v. WITHROW IMPROVEMENT CO. AND J. S. WITHROW, THE HOLDER OF THE MAJORITY OF THE STOCK IN SAID CORPORATION, *Defendants*.

Complaint filed January 11, 1915, for extension of water main. Hearing was had at Withrow April 8, 1915, and findings and order were entered as follows:

I.

The complainants, William H. Murray and Grace P. Murray, are residents and owners of property in the town of Withrow, Washington.

II.

The Withrow Improvement Company is a corporation engaged in the business of furnishing water for domestic use to the inhabitants of the town of Withrow, and as such, is a public service corporation coming under the jurisdiction of this Commission.

III.

The capital stock of the company is 4000 shares, of a par value of \$5.00 per share, all but one share being owned by J. S. Withrow.

IV.

The company holds a franchise granted by the Board of County Commissioners of Douglas County, running fifty years from June 4, 1912, granting the company the right to lay mains for the purpose of serving the residents of the town of Withrow with water for domestic and commercial purposes, and to lay sewer pipes on the streets of said townsite.

V.

The object of the complaint is to compel the defendant company to lay a water main on Main street in said town of Withrow, from a point on the northerly side of Second Avenue at the junction of Second Avenue and Main Street in such manner as to place water at the curb line in front of plaintiff's property and also to establish a just and equitable rate for water used by the inhabitants of said town.

VI.

Withrow is a small town situated on the Mansfield branch of the Great Northern Railway, on a plateau several hundred feet above the sealevel, is surrounded by farming lands, is considerable of a wheat shipping point; the population of the town is about 100; the only means of getting water for domestic use is from wells and necessitates going to a depth of 300 or more feet.

It appears from the testimony that a few of the citizens, realizing the necessity of securing water, organized a corporation known as the Withrow Improvement Company, for the purpose of drilling a well. They were unable to collect on a part of the subscription for stock and considerable of a debt was incurred and respondent J. S. Withrow bought the stock of the company at fifty cents on the dollar, with the exception of one share, assumed the indebtedness of the company and proceeded to operate the plant. The testimony of C. A. Porter, an accountant who made an investigation of the company's books, was to the effect that about \$5,900 had been expended on the system. The testimony of Mr. J. L. Kelley, the principal merchant of the town, who was quite familiar with the early financial history of the company, was to the effect that the expenditures were, he thought, a little higher than

necessary and that \$5,000 would be nearer the value of the plant. Mr. Murray, one of the complainants testified that in his opinion, the amount shown by the statement was approximately correct as to the amount spent, but was of the opinion that the plant could be reproduced at a less expenditure.

VII.

Mr. Porter testified that the total gross revenues for the 21 months prior to February 1st, 1915, was \$1,883.04, and the total operating expenses for the same period was \$1,491.05, and that the amount which he found to be the operating expenses for said period did not include any part of the plant expense.

VIII.

The plant consists of one well 542 feet deep, with six inch casing; two lots 50 by 140 feet; one International Harvester Pump; one International Harvester Gasoline Engine of eight horse power capacity, set in concrete; one 30,000 gallon tank 16 feet high and 18 feet in diameter, built of fir and metal stripped, set upon a tower, the lower part of which is used for a tool house, with an engine room adjoining; there is also located in the tower a room fitted with modern bath and toilet; the above, together with the mains and fixtures, tools, etc., comprises the property of the company, all of which is in comparatively new condition.

IX.

From an observation of the property and a study of the company's data pertaining to such construction, the Commission is of the opinion that the plant could not be reproduced for less than \$5,000.00.

X.

The probable cost of making the extension would be in the neighborhood of \$375, and at the present time there is not to exceed four prospective water users who might use water from said extended main.

XI.

The Company has about 25 water users and the charges to the different consumers vary in accordance with the number of persons in the household; the average price for two in the family, not including children is \$2.00 per month, and where there are three in the family a charge of \$3.00 is made, and the metered service is ten cents per barrel.

A charge of ten cents per barrel is also made for those living in town, who take water from the well direct, and five cents per barrel to those living in the country who have to haul the water, which in some instances is several miles. There is also a public water trough in the street where farmers and grain haulers water their animals. This convenience is paid for by the merchants of the town in the sum of \$9.00 per month for five months in the year.

The public school is also furnished with water, having laid their own service pipes connecting with the mains of the company.

From a comparison of the water rates charged and the amount of money received it appears that an unusually large per cent of the revenue has not been collected, either through bad debts or otherwise, there being a difference of approximately 17 per cent as between the amount charged and the amount collected.

CONCLUSIONS.

It is apparent to the Commission that there is considerable water being pumped from the well for which no adequate compensation is received and the company cannot hope to make operating expenses and keep the plant in such repair necessary to give the inhabitants reasonable service without some closer regulation of its business. The books of the company are not kept in accordance with the classification prescribed by the Commission and we also find that no schedule of rates and charges or rules and regulations have been filed with the Commission as required by the Public Service act.

The testimony indicates that discrimination exists apparently on account of the method used in making the charge for water consumed

It is the opinion of the Commission that the revenue received from the sale of water, taken as a whole, is not exorbitant; we believe, however, that a properly adjusted tariff and a more strict attention to the collection of the tariff rates, will yield a sufficient revenue for the present to pay operating expenses and some return on the capital invested.

In the matter of the extension of the main, which was the principal cause of complaint, the Company has made the following proposition to the complainant; to-wit: The Company will extend the main from Second street to a point across the street where the intervenor Mr. Haines may procure water, providing, that the intervenors and claimant will dig a three foot ditch, at a cost not to exceed thirty cents per foot, and be repaid for such digging by a credit to water rental. It is the opinion of the Commission that the proposition offered by the Company should be accepted by the complainants and intervenors, in view of the fact that the company is not in a financial condition to make the expenditure necessary to make the extension prayed for; the Company should, however, allow interest at the rate of 6 per cent per annum upon the amount so advanced.

There was evidence submitted that the meter installed at Mr. Kelley's residence might be registering inaccurately. The Commission will have this meter tested in accordance with the rules of the Commission for testing such meters.

THE ORDER OF THE COMMISSION WILL BE AND IS THAT the defendants file with the Commission a tariff naming its rates to be charged, and classified in accordance with the schedule adopted by the Commission.

2. That the defendant Company arrange and keep its accounts in accordance with the classification of accounts as adopted by the Com-

mission and an accurate account of all revenue and disbursements to be shown therein.

3. That no free water or water at reduced rates be furnished, except as provided by law. (See Sec. 29, Chap. 117, Session Laws 1911, being the Public Service Commission Act.)

4. That the defendant company in its tariff specifying number in family, shall include children as part of said family.

5. That the meters connected with the Company's system shall be kept in such manner that water users may have an opportunity of reading same.

No. 1889.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC POWER & LIGHT Co., *Defendant*.

Complaint filed March 25, 1915, *re* extension water mains at North Yakima. May 15, 1915, hearing was had at North Yakima. Extension made by Company.

No. 1925.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CHAS. C. CULP, *Complainant*, v. BURBANK Co., A CORPORATION, *Defendant*.

Complaint filed June 3, 1915, *re* irrigation rates and service. Petition in intervention filed July 7, 1915, by Burbank Water Users Association. Pending.

No. 1934.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF CHARLESTON, *Complainant*, v. GARRISON FISHER Co., *Defendant*.

Complaint filed June 30, 1915, *re* water service at Charleston. Hearing was had at Charleston September 17, 1915, and after conference was held between complainant and respondent, through their respective representatives, an agreement was made, by the terms of which an order should be entered in this proceeding requiring respondent to lay a water main on Olympic Avenue between Olive Street and Burwell Street in said city of Charleston and to connect same with the eight-inch main on Olive Street and the eight-inch main on Burwell Street. Also a main on Aryon Avenue between Olive Street and Burwell Street in the city of Charleston and to connect such main with the eight-inch main on Olive Street and the eight-inch main on Burwell Street. The application of the city for an order requiring the connection of a main on Montgomery Avenue in said city to be denied.

November 16, 1915, order was entered as follows:

IT IS ORDERED That respondent on or before April 2, 1916, lay a water main on Olympic Avenue between Olive Street and Burwell Street in the city of Charleston, such main to be not less than two inches in diameter and to be connected with the eight-inch main on Olive Street and the eight-inch main on Burwell Street; also a main on Aryon Avenue between Olive Street and Burwell Street in the city of Charleston, such main to be not less than two inches in diameter and to be connected with the eight-inch main on Olive Street and the eight-inch main on Burwell Street.

IT IS FURTHER ORDERED That the application of the city of Charleston for an order requiring respondent to lay a main on Montgomery Avenue in said city be, and such application is hereby, denied.

No. 1959.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF GEORGE E. BURFORD ET AL., *Complainants*, v. CONSUMERS DITCH CO., BLACK ROCK POWER & IRRIGATION CO. AND AGATHON LAND CO., *Defendants*.

Complaint filed August 16, 1915, *re* irrigation rates. Hearing held at Hanford September 28, 1915; argued in Seattle October 24, 1915. Order overruling motion to dismiss for lack of jurisdiction entered October 6, 1915. Pending.

No. 1965.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CHARLES G. DAY, *Complainant*, v. WALLA WALLA IRRIGATION CO., *Defendant*.

Complaint filed September 4, 1915, *re* irrigation charges. Hearing held at Walla Walla September 10, 1915, and adjourned for further investigation and to allow company to search for additional water supply.

No. 1989.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF BOSTON OKANOGAN APPLE CO., A CORPORATION, WALTER MAY AND F. C. GRAHAM, *Complainants*, v. PLEASANT VALLEY IRRIGATION & POWER CO., *Defendant*.

Complaint filed October 25, 1915, *re* inadequate water supply and improper distribution, irrigation. Pending.

No. 2377.

Petition of Washington Public Service Company. Special rate to large consumers permitted to become effective on less than statutory notice.

DISPOSITION OF CASES DECIDED AND STATUS OF PENDING CASES AFFECTING TELEPHONE COMPANIES.

No. 135.

THE RAILWAY COMMISSION OF WASHINGTON, ON THE RELATION OF THE
CITY OF SPOKANE, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH
Co., *Defendant*.

This complaint, involving rates, was filed May 18, 1910. Hearing was held at Spokane, November 14, 1913, and subsequently the parties in interest filed briefs. Decision was postponed pending the general telephone investigation involving valuation, service and rates. Pending.

No. 1516.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
LOWER NACHES TELEPHONE Co., *Complainant*, v. PACIFIC TELEPHONE
& TELEGRAPH COMPANY, *Defendant*.

Complaint filed June 24, 1913, *re* rates. Hearing at North Yakima November 14, 1913, and June 13, 1914. The cause involved reduction in former line switching charge. During the hearing it developed that equitable decision would necessarily be based on the findings in the Pacific Telephone & Telegraph Company valuation. Pending.

No. 1590.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE PHINNEY AVENUE IMPROVEMENT CLUB, *Complainant*, v. THE
PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Defendant*.

Complaint was filed alleging that the prefix "Ballard" to the telephone numbers in the district represented by the complainant is an inconvenience and damage to the subscribers in such district. Hearing was held and testimony taken.

January 6, 1915, the Commission made findings and order as follows:

"Ballard" is the name of a city, now a part of the city of Seattle, which is noted for its manufacture of lumber and shingles. "Phinney Avenue" is a residential portion of the city of Seattle. It is contended by the plaintiff that the use of the prefix "Ballard" in the Phinney Avenue district prevents the sale of property. The defendant company contends that the word "Ballard" is an excellent prefix; that the word is easy to pronounce, and it also appears from the evidence that it is difficult to select a word adapted to use as a telephone prefix. It was further shown by the defendant company that to change the prefix

would require an expenditure on their part of about Twelve Hundred Dollars. Certain residents of the city of Ballard testified that they preferred the word "Ballard" as a prefix, and that it would impose an expense upon them to have the prefix changed; they also testified that the residential portions of the city of Ballard were more desirable than Phinney Avenue. It also appeared that if this change were made other districts in the city would have reason to ask for the same relief. It further appeared that a greater proportion of the residents of the district where the prefix "Ballard" is used prefer the word "Ballard" as a prefix.

It is the opinion of the Commission that the selection of a prefix by a telephone company is a matter of business management with which the Commission has no right to interfere, unless the word chosen should in itself be offensive. The name "Ballard" is borne by one of the best known and most respected families in Seattle. The city of Ballard is the residence of many of our most respected citizens. While it is true it is a manufacturing city, it has its residential portion which commands a view of Puget Sound and the Olympics unexcelled by any other portion of Seattle. We do not believe that the word "Ballard" is offensive to anyone in the sense which would warrant this Commission in ordering a change.

IT IS THEREFORE ORDERED, That the complaint herein be, and it hereby is, dismissed.

No. 1741.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
B. WIEMAN, *Complainant*, v. RICHMOND BEACH TELEPHONE COMPANY, *Defendant*.

July 1, 1914, the plaintiff filed a complaint against the Richmond Beach Telephone & Power Company, alleging that the rates effective July 1, 1914, were excessive, exorbitant, and extortionate, and unjustifiably oppressive. Prior to July 1, 1914, the defendant company charged a flat rate. By the schedule of July 1, 1914, the flat rate was changed to a toll rate beyond an exchange radius of one-half mile, and between Richmond Beach and the city of Seattle. October 5, 1914, the defendant company filed its answer, denying the allegations of the complaint, and alleging affirmatively that the company had never paid any dividends; that the service under a flat rate with the exchange at Seattle was unsatisfactory; that by operating under a flat rate it was impossible to afford satisfactory service without building additional trunk connections, and that the company had no money with which to build such additional trunks. That the service between Richmond Beach and Seattle was a toll service, and that such service was justifiable.

On the 23d day of October, 1914, an amended complaint was filed, and the Pacific Telephone & Telegraph Company made a party defend-

ant. The case was set for hearing October 19, 1914, at 9:30 o'clock a. m., at which time the defendant company appeared by J. S. Robbins, its attorney, the complainant by Mr. John Whitham, its attorney, and the Commission by Mr. Scott Z. Henderson, its attorney. Testimony was taken and the hearing continued for the purpose of allowing a valuation of defendant's property.

On the 27th day of October, 1914, to which date the case had been continued, defendant Pacific Telephone & Telegraph Company appeared by its attorneys, Mr. Otto Rupp, Mr. James Shaw, and Messrs. Pillsbury, Madison and Sutro. Further testimony was taken, and the case finally closed and submitted.

The Commission entered findings and order as follows:

FINDINGS OF FACT.

That the Richmond Beach Telephone & Power Company was organized March 18, 1907, with a capital of \$15,000.00, divided into one hundred and fifty shares of the par value of \$100.00 each; that the total amount paid by the stockholders into the treasury of the Richmond Beach Telephone & Power Company was the sum of \$1,875.00; that the reproduction value of the property of the Richmond Beach Telephone & Power Company is the sum of \$8,979.99; that the present value of the property is \$6,413.62; that the amount invested to date is the sum of \$5,568.48; that a fair valuation for rate-making purposes is the sum of \$8,000.00; that the said Richmond Beach Telephone & Power Company alleges it has no money with which to provide additions necessary to the proper operation of its business.

The Commission further finds, that, while the said Richmond Beach Telephone & Power Company has not paid any dividends to its stockholders, from its earnings it has added to its plant since beginning operation in 1907 additions averaging \$471.70 annually; that, as stated above, the total cash investment of the stockholders is the sum of \$1,875.00; that the remaining amounts invested in the plant have been taken from the earnings of the said Richmond Beach Telephone & Power Company; that as the plant stands today, in addition to earning 10 per cent upon the investment each year, the stockholders have a plant that actually cost \$5,568.48 and earned them \$1,382.00 in excess of 10 per cent return upon their investment in the eight years of operation; that there is due from said stockholders to said Richmond Beach Telephone & Power Company the sum of \$13,125.00; that if this balance of the stock subscription were paid into the treasury of the Richmond Beach Telephone & Power Company, said company would have ample funds wherewith to make betterments and extensions.

The Commission further finds, that on the 13th day of March, 1914, the Richmond Beach Telephone & Power Company filed with this Commission a new schedule of rates, designated as Tariff No. 2, effective July 1, 1914; that said Tariff No. 2 in a measure increases the returns of the Richmond Beach Telephone & Power Company and materially increases the returns of the Pacific Telephone & Telegraph Company; that

such increased rates are not satisfactory to the patrons and many have discontinued the service of the Richmond Beach Telephone & Power Company on account of the change; that the rates and charges as named in said Tariff No. 2 are excessive and unreasonable; that under Tariff No. 1 of the Richmond Beach Telephone & Power Company in effect prior to July 1, 1914, said company was earning in excess of 10 per cent per annum on its investment in addition to maintaining a proper depreciation fund; that the re-establishment of rates as set out in said Tariff No. 1 would not reduce the returns of the said company below a fair and reasonable return upon the investment; and the Commission at this time having under investigation and in course of valuation the properties of the Pacific Telephone & Telegraph Company in the State of Washington with a view of establishing reasonable rates at their various exchanges, and reasonable and proper rates for telephone toll service, and as such investigation of the charges and service of said Pacific Telephone & Telegraph Company will be completed in the near future and material changes may be necessary in the present limits for suburban service, and the contracts of the Pacific Telephone & Telegraph Company with other independent companies operating in the State of Washington, it is deemed at this time advisable to establish certain reasonable rates as a temporary relief to the patrons of the said Richmond Beach Telephone & Power Company.

The Commission further finds from the evidence that the lines of the defendant Richmond Beach Telephone & Power Company are monopolized by extended individual conversations to the exclusion of other parties desiring the use of said lines which practice if continued might necessitate the installation of additional facilities by said company not required if the lines are used in a reasonable manner; therefore,

THE COMMISSION ORDERS, That the Richmond Beach Telephone & Power Company do, within twenty days from date of service of this order, cancel the rates and charges named in its Tariff No. 2, above referred to, and reinstate in lieu thereof the rates, charges and services set out and specified in its Tariff No. 1, and supplements thereto, as filed with this Commission; *Provided*, That said company may, if it so desires, amend such tariff limiting the conversations to five minutes' duration; said rates to be and remain in effect until this Commission shall have completed its investigation of the properties of the Pacific Telephone & Telegraph Company in the State of Washington, at which time a further order in this case will be entered establishing permanent reasonable rates and service for said Richmond Beach Telephone & Power Company.

No. 1791.

In the matter of the adoption, promulgation and issuance of rules and regulations governing method of collection of accounts for local exchange and long distance service by telephone companies subject to

the provisions of Chapter 117, of the Session Laws of 1911, of the State of Washington, and Relating to security for installation of instruments or other purposes.

September 24, 1914, on its own motion the Public Service Commission of Washington entered an order promulgating rules and served same upon all telephone companies which had filed tariffs with the Commission.

August 20, 1915, after full hearing and investigation, the Commission made the following order and adopted the following rules:

IT IS ORDERED, That the practice of requiring a deposit or cancellation fee, or any money, as a condition precedent to service by a telephone company in this state, other than as provided herein, is hereby cancelled, vacated and set aside as unreasonable and unjust and telephone companies in this state are ordered and directed to discontinue said practice and to return to all persons heretofore making such deposits, or any deposit, as a cancellation fee as a condition precedent to service or otherwise, all money now in its possession or heretofore or hereafter claimed by it in the manner aforesaid, within twenty (20) days from the date upon which this order becomes effective.

RULE I.

No cash deposit or other security for the installation of instrument, for the payment of accounts for local exchange service or long distance service between points in the State of Washington, or for any other propose, shall be required of any telephone subscriber by any telephone company owning, operating or managing any telephone line or part of telephone line used in the conduct of the business of affording telephonic communication for hire within the State of Washington: *Provided*, That deposit may be required for any local or long distance call originating at a pay station.

RULE II.

Any telephone company may exact from any subscriber two months' rental in advance at the time of ordering service, such charge in no case to exceed the sum of \$5.00; if the service charge ordered shall exceed the sum of \$5.00 per month, the patron shall pay from month to month in advance. If the service charge shall not exceed the sum of \$5.00, the portion not absorbed in the first month's rental shall be applied upon the succeeding month's rental, and the patron shall thereafter pay from month to month in advance. No advance payment shall be exacted from a patron of the company on account of change of residence or phone. The company may discontinue any telephone, private exchange or other instrumentality, device or utility of any subscriber and discontinue such subscriber's service on and after the expiration of ten days from the date on which any account for local exchange service or long distance service becomes due and

payable (in advance or otherwise) when any such account remains unpaid after the expiration of ten days from said date.

(The foregoing order became effective, as to the Pacific Telephone & Telegraph Company, on September 17, 1915, and as to other companies on subsequent dates, service having been acknowledged by the 161 telephone companies doing business in the state, between August 27, 1915, and September 15, 1915. Date effective as to any particular company will be stated on application to the Commission.)

No. 1792.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
MRS. A. W. WATTS, *Complainant*, v. PUGET SOUND INDEPENDENT TELEPHONE COMPANY, A CORPORATION, *Defendant*.

Complaint filed September —, 1914, *re* telephone service McMurray to Arlington. Hearing was had at Seattle October 30, 1914, and adjourned pending an opinion from the Attorney General whether the Commission has jurisdiction to compel the company to extend its lines a distance of five miles to the town of McMurray.

December 28, 1914, the Attorney General rendered an opinion in part as follows:

"From the fact that line of the Puget Sound Independent Telephone Company does not reach into McMurray, it is apparent that the conditions imposed by the statutes are not met. Until the conditions provided for in the statute are found to exist the Commission cannot make the order suggested."

No. 1799.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
EMILE A. PETITLER, *Complainant*, v. THE HICKSVILLE WHEELER TELEPHONE COMPANY, A CORPORATION, *Defendant*.

Complaint filed October 3, 1914, charging excessive telephone rates at Wilson Creek. Hearing had at Wilson Creek April 6, 1915. In view of fact there are only one or two subscribers on 18 miles of line, and same being in depreciated condition, it was apparent to the Commission that no relief could be given complainant. Negotiations are now pending between citizens of Wilson Creek and the Pacific Telephone & Telegraph Company to repair the line and secure more subscribers.

No. 1810.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
THE PACIFIC TELEGRAPH & TELEPHONE COMPANY, *Respondent*.

Valuation proceedings instituted November 5, 1914. Appraisal in progress. Pending.

No. 1822.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF HOME TELEPHONE COMPANY OF SILVER CREEK, *Complainant*, v. FARMERS INDEPENDENT TELEPHONE COMPANY OF SALKUM.

Complaint filed November 30, 1914, involving division of joint rates. Action postponed at request of complainant. Pending.

No. 1825.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Defendant*.

Complaint filed October 12, 1914, challenging all toll and exchange rates. Pending.

No. 1828.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF MAYOR, COUNCIL AND CITIZENS OF CASTLE ROCK, *Complainant*, v. NORTHWESTERN LONG DISTANCE TELEPHONE COMPANY, PACIFIC TELEPHONE & TELEGRAPH COMPANY AND CASTLE ROCK HOME TELEPHONE COMPANY, *Defendants*.

Complaint filed December 9, 1914, *re* consolidation of telephone exchanges.

November 15, 1915, it appearing to the Commission that the subject-matter of the above entitled proceeding had been satisfied, an order of dismissal was entered.

No. 1842.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. HOME TELEPHONE COMPANY OF SILVER CREEK, *Defendant*.

Complaint filed January 2, 1915, and order issued suspending for 90 days proposed tariff. Adjusted and closed.

No. 1852.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF C. E. WARSING, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPLAINT, *Defendant*.

Complaint filed February 2, 1915, for installation of telephone. March 30, 1915, telephone installed and case closed.

No. 1904.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ELLENSBURG TELEPHONE COMPANY, *Defendant*.

Complaint filed April 13, 1915, *re* rates. Pending determination of general telephone investigation.

No. 1933.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF EVERETT, A MUNICIPAL CORPORATION, *Complainant*, v. PUGET SOUND INDEPENDENT TELEPHONE COMPANY, AND PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Defendants*.

Complaint filed June 23, 1915, *re* physical connections. Pending.

No. 1957.

Petition of White Bluffs & Columbia River Telephone Company for permission to consolidate the telephone exchanges of White Bluffs and Hanford and to rearrange and increase rates.

Petition filed August 16, 1915. Hearing held September 1, 1915. Pending.

No. 1967.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF F. F. GERARD, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Defendant*.

Complaint filed September 4, 1915, *re* installing phone at North Bellingham. Hearing at Bellingham and continued, pending general telephone investigation.

No. 1971.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF ISRAEL KATZ, MAYOR OF PORT TOWNSEND, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, NORTHWESTERN LONG DISTANCE TELEPHONE COMPANY AND THE CITIZENS INDEPENDENT TELEPHONE COMPANY, *Defendants*.

Complaint filed September 9, 1915, *re* physical connection telephone systems at Port Townsend. December 17, 1915, the following order was entered:

It appearing to the Commission that since the commencement of the above entitled proceeding a consolidation of telephone exchanges at Port Townsend has been effected, and the subject complained of thereby satisfied,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1983.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF J. E. RAINES, *Complainant*, v. N. N. BAXTER ET AL., DOING BUSINESS AS AN UNINCORPORATED TELEPHONE COMPANY, WHOSE TRUE NAME IS UNKNOWN, *Defendants*.

Complaint filed September 30, 1915, *re* refusal to furnish telephone service on line near Sultan. Pending.

The Commission issued orders permitting tariffs to become effective on less than 30 days' notice in the following cases:

No. 2330.

Granger Telephone & Telegraph Company. To establish new day and night rates.

No. 2527.

Maple Falls Telephone Company. To establish telephone rates in addition to telephone service.

No. 2555.

Pacific Telephone & Telegraph Company. Reduction in toll rates for Richmond Beach, Wash.

DISPOSITION OF CASES DECIDED AND STATUS OF PENDING CASES AFFECTING GAS COMPANIES.

Nos. 1600 and 1601.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE CITY OF SEATTLE, *Complainant*, v. SEATTLE LIGHTING COMPANY,
Defendant.

February 27, 1915, the Commission filed its opinion in the above
entitled consolidated causes as follows:

On the 20th day of October, 1913, the city council of the city of Seattle authorized and directed the corporation counsel to prepare the necessary papers and make application to the Public Service Commission of the State of Washington, relative to the reasonableness of the rates, practices and customs of the Seattle Lighting Company within said city, and the president of the city council was at said time and place directed and authorized to sign a petition and complaint for and on behalf of said city council of the said city of Seattle; that on the 20th day of October, 1913, the said president of the city council of the said city of Seattle signed a petition and complaint against said defendant company in which it was alleged, among other things, that the charges and rates demanded and received by said defendant gas company and certain practices, customs, rules and regulations of said company were unjust, unreasonable, unfair and discriminatory and resulted in unjust and unreasonable preference and advantage to many of the patrons of said defendant company in said city. It was also charged in said petition and complaint that the defendant company engaged in a general retail business of certain kinds of merchandise, that said business was not covered or affected by franchise owned by said company and is not necessary, or a part of its gas service to the people of Seattle under the laws of the state, that the bills for said merchandise were made a charge upon the same bill rendered for gas, and that if the patrons of the company defaulted in the payment of the charge for merchandise, the company refused to continue to furnish gas or other public service to such patrons of the company. It is also charged that a minimum charge of fifty cents was imposed upon the patrons of the company, and that said charge is unfair, unjust and unreasonable and excessive and results in undue and unreasonable prejudice to many of the patrons of said company. It is also alleged that the company adopted and observes a rule and practice of charging, imposing and collecting a certain penalty from the patrons of the company who fail to pay their bills within ten days after they are rendered, and that said penalty is unfair, unreasonable and unjust. It is also alleged that

the company is in the habit of using "prepay meters" and that the use of such meters is unjust, unfair and unreasonable and results in undue and unreasonable preference to some of the patrons of said company.

The defendant company filed its answer denying the allegations of said petition and complaint, except the said company admits the use of "prepay meters."

That on the same date: to-wit, October 20, 1913, the city of Seattle filed a complaint requesting and petitioning a valuation be made of the property of the said defendant company, which thereafter the said defendant company answered, and upon the 22nd day of January, A. D. 1915, said cases came regularly on for hearing, it having been stipulated by the parties that said valuation No. 1601 and said rate hearing and complaint No. 1600 be consolidated. Thereupon evidence was introduced by the Public Service Commission of Washington, by the city of Seattle and by the defendant company, and the Commission having heard the arguments of counsel for the respective parties and the Commission being fully advised in the premises, does now find the facts to be:

First: That the city of Seattle is a municipal corporation of the first class, duly organized and existing under and by virtue of the laws of the State of Washington.

Second: That the defendant company is a public service corporation, engaged in the manufacture, production and distribution, and sale of gas within the city limits of the city of Seattle.

Third: That said defendant company is engaged in the sale of merchandise in connection with the transaction of its business and in the advertisement thereof by the sale of gas stoves and fixtures.

Fourth: That it is not true that said company makes the sale of its merchandise a part of its bill for gas, or that it refuses to sell gas to persons who have refused or neglected to pay for merchandise. If such practices were followed by the defendant company, it would be forbidden by the Commission.

Fifth: That the defendant company and the city have stipulated and agreed to reduce the minimum charge of fifty cents imposed by said company to twenty-five cents, and that such charge as so reduced is fair, just and reasonable.

No evidence of any other rules, regulations or practices of said company has been presented by said city or by any other person showing, or tending to show, that any of the rules, regulations and practices of said company are unjust, unfair or unreasonable.

Counsel representing the city of Seattle stated before the Commission in response to a question submitted by the Chairman that there was no evidence which showed or tended to show that the rates charged by the defendant company were unjust, unreasonable or unfair, or that would justify the reduction of said rates in any particular, and the Commission so finds.

The defendant company at the request of the Commission has made extensions in the city of Seattle which were complained of by the said city as being in advance of the necessity of the population, and has requested the Commission not to consider the expenditures of money covering such extensions in the valuation of the property of said defendant company. The Commission is of the opinion, and finds, that the company is entitled to have said property valued as a basis of its fair value for rate purposes.

In the valuation of the property for rate making purposes defendant company contends for the following items of valuation:

1. Cost of reproduction.....	\$7,434,875 00
2. Working capital	290,000 00
3. Bond discount	800,000 00
4. Franchise value	850,000 00
5. Going concern value.....	1,629,000 00
6. Development cost	1,641,199 00

Total.....\$12,645,074 00

The estimated cost of reproduction as found by Mr. Burroughs and Mr. Lea is approximately the same, and the Commission finds and allows the sum of \$7,532,787.00 as cost of reproduction.

Defendant company has asked the sum of \$290,000.00 for working capital. Working capital includes stores and supplies. Mr. Burroughs has eliminated from his estimate of working capital the sum of \$41,679.00 invested by the company in lamps, goods and appliances, on the theory that such supplies should not be considered as an element in the valuation for rate making purposes. Mr. Lea has included this item. The total stores and supplies owned by the company at the date of this valuation is the sum of \$150,328.79. The Commission eliminates from the foregoing the sum of \$41,679.00, as suggested by Mr. Burroughs in his testimony, leaving the stores and supplies as an element for rate making in the sum of \$108,649.79. The operating expenses of the company are approximately \$50,000.00 per month, and it is our opinion that to allow in addition to the stores and supplies kept by the company the sum of \$50,000.00 as working capital will be a sufficient amount to meet the needs and necessities of the company. The total working capital, including stores and supplies as allowed by the Commission, will therefore be the sum of \$158,649.79.

Bond discount is the money expended by the company for the purpose of obtaining money with which to construct the plant. The rule of valuation laid down by the courts is that a company is entitled to a reasonable return upon the fair value of property used and useful in the operation of the plant at the time of the valuation. The Commission is of the opinion that the money expended for the purpose of obtaining money with which to construct the plant does not come within the rule laid down by the court. This Commission is bound by the rules laid down by the Supreme Court, and this rule

having been so frequently stated by the different courts in valuation proceedings we consider that it is binding upon us in the valuation of property for rate making purposes. Both the Commission's expert and Mr. Lea testified that bond discount should not be allowed (Tr. p. 122). We therefore follow the rule laid down by this Commission in the case of *Browne vs. Pacific Northwest Traction Company*, cause 1539, reported in Commission's leaflet number 38.

The defendant company introduced as "Exhibit F," page 229 of the transcript, a letter from the assessor of King county stating the assessed value of the franchise for the years 1907 to 1914 inclusive, and introduced in evidence its tax receipts. This was the only evidence offered on the subject of franchise value. The weight of authority as laid down by courts and commissions is against the allowance of franchise value as a basis for rate making purposes, and even if the foregoing evidence could be held sufficient to establish such value the Commission would disallow it.

The claim made by the defendant company for "going concern value," as estimated by Mr. Lea, is disallowed. Mr. Lea disclaims any right on the part of the defendant company to "going concern value" as an element for valuation for rate making purposes. He said:

"In the rate making value, the item of going value is replaced by the item of development cost. It is clear that while the item of going value would be of direct interest to those having to do with the sale, or purchase, or financing of the company, it is not an item necessarily of interest to those having to do with the determination of the proper selling price of gas."

We therefore exclude the items of "bond discount," "franchise value," and "going concern value" and reduce "working capital" to the sum of \$158,649.79.

The item of development cost is allowed by the Commission in the sum of \$1,594,096.

Mr. Lea finds the sum of \$753,370.00 for depreciation; Mr. Burroughs the sum of \$495,970, and the Commission finds the amount to be allowed for depreciation in this case as the sum of \$548,170.00.

The Commission finds, after having considered all of the items of valuation provided by our statute, the sum of \$9,126,883.00 to be the fair value of defendant's property for rate making purposes. This is reducing the amount contended for by the defendant company in the sum of \$3,518,191.00.

The Commission will make and enter findings of fact covering all matters concerning which it is directed by statute to inquire into, and concerning all matters regarding which evidence has been introduced in the above numbered causes 1600 and 1601 tending to show the value of the property used by the company for the public convenience, and will make and enter findings of fact in the above numbered causes 1600 and 1601 and will thereupon enter an order in the foregoing causes.

Following hearing at Seattle December 19, 1914, the Commission made and entered order as follows:

That the minimum charge of fifty cents, provided for in respondent's tariffs filed with the Commission, is unjust, unreasonable and excessive and that a minimum charge of twenty-five cents is a just, reasonable and sufficient minimum charge.

In the opinion and findings entered by the Commission on February 27, 1915, the Commission found: "Fifth: That the defendant company and the city have stipulated and agreed to reduce the minimum charge of 50c imposed by said company to 25c and that such charge as so reduced is fair, just and reasonable." Subsequent to the making and entry of such findings the Seattle Lighting Company sought a rehearing on said question, and after argument thereon the Commission is of the opinion, and finds, that a minimum charge of 25c is fair, just, reasonable and sufficient. In view of the testimony of Mr. H. R. Clise, called by the defendant, appearing at pages 230 to 234, inclusive, of the transcript of testimony in this case and of the testimony of Mr. Burroughs, the Commission's engineer, no other finding is justified, and no reason appears why the Commission should modify the findings heretofore made concerning the minimum charge.

WHEREFORE, IT IS ORDERED, That the minimum charge of 50c, provided for in the tariffs of the defendant, filed with the Commission be, and the same hereby is, ordered cancelled and abandoned.

IT IS FURTHER ORDERED, That respondent publish and file with the Commission tariffs or supplements naming a minimum charge of 25c in lieu of said minimum charge of 50c, such tariffs to be filed and to become effective within twenty days from the date of this order.

No. 1601.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE CITY OF SEATTLE, *Complainant*, v. SEATTLE LIGHTING COMPANY.
Defendant.

July 8, 1915, the Commission made valuation findings in the above entitled cause, as follows:

FINDINGS OF FACT.

I.

The city of Seattle is a municipal corporation of the first class, having a population of approximately 300,000 people.

II.

The Seattle Lighting Company is a corporation engaged in the manufacture, distribution and sale of gas in the city of Seattle, Washington. The Seattle Lighting Company was incorporated under the laws of the State of Washington, March 18, 1904, with a capital stock of \$4,000,000, consisting of \$3,000,000 common stock and \$1,000,000 pre-

ferred stock. Immediately after incorporation the Seattle Lighting Company acquired the property of the Citizens Light and Power Company and the Seattle Gas and Electric Company, which companies had been engaged competitively in the manufacture, distribution and sale of gas in the city of Seattle. The Seattle Lighting Company succeeded to the rights of the former grantees under franchises granted by the city of Seattle, which had been, prior to the organization of the Seattle Lighting Company, held by the United States District Court to be perpetual. The Seattle Lighting Company and its several predecessors in the gas business in the city of Seattle, expended in the construction of gas plants, distribution system and additions thereto, the sum of \$6,403,878.07 up to June 30, 1914, on which date the Seattle Lighting Company had on hand material and supplies costing \$149,240.12, making the total cost of construction and equipment and amount expended in permanent improvements, with material and supplies on hand on June 30, 1914, \$6,553,118.19, which sum the Commission finds represented the total investment in operating property on said date.

III.

The Commission finds the cost of reproducing, in its condition as of June 30, 1914, the property of the Seattle Lighting Company used and useful for the public convenience, to be \$7,532,787.00.

IV.

The Seattle Lighting Company carried stock and supplies averaging in value, approximately \$108,649.00. The operating expenses of the company are approximately \$50,000.00 per month. A working capital equal to the sum of these items is necessary and sufficient to enable the company to properly conduct its business and the Commission therefore allows the sum of \$158,649.00 as working capital.

V.

The earnings and operating expenses during the years that the Seattle Lighting Company conducted the gas business in the city of Seattle, have been carefully analyzed and the amounts determined by which the company failed each year to earn 8% return upon its investment after providing for operating expenses, taxes and an appropriate replacement annuity. The Commission finds that during the period intervening between the commencement of operation by the Seattle Lighting Company in 1904 and June 30, 1914, a cumulative deficit accrued, amounting to \$1,546,994.00. That is to say, that during the period specified, the net earnings were not sufficient to provide for replacement annuity, plus 8% interest on the total investment from year to year, and by reason thereof unpaid compensation for the total investment from year to year accrued annually until June 30, 1914, at which time such annual deficits in compensation for capital invested, amounted to said sum of \$1,546,994.00, which sum the Commission finds should be allowed as development cost.

VI.

The Commission finds the total market value of the property of the Seattle Lighting Company, used and useful for the public convenience, to be \$9,126,993.00, which sum represents the fair value of such property and, together with the sum of \$158,649.00, allowed as working capital, represents the investment upon which the Seattle Lighting Company is entitled to earn a reasonable return, to-wit, \$9,285,642.00.

VII.

With reference to the time intervening between expenditure of money in the cost of construction and time when returns in the shape of dividends were first received by the Seattle Lighting Company, the Commission finds that the gas operating revenue, gas operating expenses, net revenue, taxes, operating income, required replacement annuity, balance available for payment of interest, or dividends, and the rate of return earned on average investment in property from the time the Seattle Lighting Company commenced business in 1904 to June 30, 1914, are as shown in the following statements:

<i>Operating Income:</i>	1904 (Nine Mos.)	1905	1906
Gas operating revenues.....	\$228,749 84	\$322,865 08	\$392,991 48
Gas operating expenses.....	162,224 56	198,253 37	208,902 78
Net revenue	\$66,525 28	\$124,611 66	\$184,088 70
Taxes	12,847 56	18,754 37	13,215 78
Operating income	\$53,677 72	\$105,857 29	\$170,872 92
Replacement annuity	12,195 00	21,883 00	26,908 00
Balance available for payment of interest and dividends.....	\$41,482 72	\$83,974 29	\$143,964 92
Average investment in property....	\$1,454,695 00	\$1,957,862 00	\$2,407,489 00
Rate of return on average invest- ment in property.....	2.85%	4.29%	5.98%
<i>Operating Income:</i>	1907	1908	1909
Gas operating revenues.....	\$507,450 84	\$573,976 34	\$688,727 59
Gas operating expenses.....	258,218 07	300,780 15	356,909 67
Net revenue	\$249,232 77	\$273,196 19	\$331,817 92
Taxes	64,795 59	49,204 00	59,444 70
Operating income	\$184,437 18	\$223,992 19	\$272,373 22
Replacement annuity	33,848 00	39,580 00	45,076 00
Balance available for payment of interest and dividends.....	\$150,589 18	\$184,412 19	\$227,297 22
Average investment in property....	\$3,028,348 00	\$3,541,238 00	\$4,032,896 00
Rate of return on average invest- ment in property.....	4.97%	5.21%	5.64%

<i>Operating Income:</i>	1910	1911	1912
Gas operating revenues.....	\$727,173 75	\$769,908 77	\$841,211 61
Gas operating expenses.....	854,330 86	878,075 92	864,897 62
Net revenue	\$372,842 89	\$391,832 85	\$476,313 99
Taxes	64,010 88	66,755 25	81,607 83
Operating income	\$308,832 01	\$325,077 60	\$394,706 16
Replacement annuity	52,590 00	59,161 00	63,833 00
Balance available for payment of interest and dividends.....	\$256,242 01	\$265,916 60	\$330,873 16
Average investment in property....	\$4,705,177 00	\$5,293,133 00	\$5,711,092 00
Average investment in property (Rate of return).....	5.45%	5.02%	5.79%
<i>Operating Income:</i>		1913	1914 (Six Mos.)
Gas operating revenues.....		\$942,533 86	\$499,731 81
Gas operating expenses.....		476,508 15	253,181 64
Net revenue		\$466,025 71	\$246,550 17
Taxes		102,034 27	52,200 00
Operating income		\$363,991 44	\$194,350 17
Replacement annuity		68,062 00	36,105 00
Balance available for payment of interest and dividends		\$295,929 44	\$158,245 17
Average investment in property.....		\$6,089,505 00	\$6,460,645 00
Average investment in property (Rate of return) ..		4.86%	4.90%

VIII.

The history of the gas business in the city of Seattle reveals an unusual situation. Although the first gas plant was constructed in 1873, the heaviest part of the development cost occurred during the ten years just passed. This situation might suggest that a business which, after more than forty years' operation, does not provide an adequate return on the investment is inherently weak or has been mismanaged, but a careful examination of the conditions shows that neither of these suggestions are true. Rapid growth of the city of Seattle in area has necessitated the constant investment of more capital and, while the total business of the company has increased enormously, the increase per unit of investment has been practically negligible. In ten years the population of Seattle has increased approximately 200%, while the investment in the gas plant has increased 330%. The mileage of gas mains has increased 290%, the number of gas services 365% and the number of gas meters 290%, while the mileage of water mains has increased about 250%, the number of telephones 320%, the mileage of street railway lines 200%. The rate of increase in the plant necessary to serve the people of Seattle with gas, has been more rapid than that of any other increase of a public utility. Expansion of Seattle in point of area has in all probability ceased, at least for a considerable time

to come, although increase in population will undoubtedly continue without any considerable fluctuation, and future increases in population will undoubtedly increase the density rather than the area of population, which will result in greatly increased use of gas per mile of main and likewise per unit of investment, with the result that the earning capacity of the investment should increase very materially.

Although the rate of increase in the gas plant in the city of Seattle has been more rapid than that of any other class of public utility, the expenditures already made by the company in procuring its property, were such as were justified by the then existing conditions, and such as might reasonably be expected in the immediate future. Such expenditures are reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

IX.

The capital stock of the Seattle Lighting Company consists of \$1,000,000.00 preferred stock and \$3,000,000.00 common stock. Sufficient evidence of the transactions in this stock is not available to enable the Commission to ascertain the present market value thereof. The funded indebtedness amounted, on June 30, 1914, to \$6,394,000.00. In calculating the development cost hereinbefore allowed by the Commission, a replacement annuity, covering the period during which the Seattle Lighting Company has been engaged in business, was considered, and, with other data, used as a basis for such calculation, in view of which the element of depreciation does not require further consideration.

Nos. 1700 and 1805 Consolidated.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF GEORGE T. HENDRIE ET AL., *Complainants*, v. THE EVERETT GAS COMPANY, A CORPORATION, *Defendant*. No. 1700.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. THE EVERETT GAS COMPANY, A CORPORATION, *Defendant*. No. 1805.

March 11, 1915, the Commission entered the following opinion and order:

Complaint was filed against the defendant company by thirty-five of its patrons on the 2d day of March, 1914, alleging that the schedule of rates of the defendant company for both electricity and gas was unreasonable, unfair and excessive. Thereafter and on the 4th day of May, 1914, the defendant company answered said complaint, denying said allegations and alleging that the schedule of rates for gas and electricity in the city of Snohomish was not sufficient or compensatory, and did not permit the defendant company to earn a reasonable re-

turn on the fair value of its property. Thereafter the Public Service Commission, upon its own motion, served the defendant company with notice of valuation, as is provided by statute. Upon stipulation the said two causes were consolidated.

The complainants abandoned the claim that the schedule of rates for gas was unreasonable, and the case was therefore submitted on the question of the reasonableness of the schedule of rates of the defendant company for electricity alone.

State of Washington, ex rel. City of Seattle, Appellant, vs. Public Service Commission et al., Respondents, 76 Wash. 492.

There is no question involved in this case as to the management of the properties of the defendant company, as the evidence shows the management to have been careful and businesslike in every particular.

The electricity sold in Snohomish to the patrons of said company is purchased wholesale by the company from the Puget Sound Traction, Light & Power Company at the latter company's substation in Snohomish at the rate of about .015c per kwh. The defendant company owns the distributing system. The reproduction cost of the distributing system is \$56,372. The original cost of the property was \$78,000. The gross return as of June 1, 1914, is \$27,016.65. The total expense, including depreciation, is \$18,703, leaving a net return of \$8,313.65. The Commission finds the fair value of the property used and useful in the operation of the utility as the sum of \$60,000.00. A net return of \$8,313.65 upon this sum will allow the defendant company as interest upon its investment nearly 14%. The maximum rate in the schedule filed with the Commission by the defendant company is 12c per kwh. It is the opinion of the Commission that the rate is excessive and exorbitant. This company has no power station, nor any property used and useful in its operation outside the city of Snohomish. The hazards of its operation are slight. It has been suggested to the Commission that the hazards of competition should be considered in the matter of adjusting the rates of the defendant company. This hazard will shortly be removed by the certificate of convenience and necessity just enacted by the legislature. Under this law the Commission will have the power to prevent competition if the defendant company provides adequate service to its patrons at reasonable rates. If the defendant company refuses or neglects to provide its patrons with adequate service at reasonable rates, then the protection afforded to it by this law will be removed.

We therefore find that the schedule of rates now on file with this Commission, and in force in the city of Snohomish, is excessive, unreasonable and unjust, and

IT IS THEREFORE ORDERED, That said schedule be, and same hereby is, vacated and set aside, and the defendant company is hereby per-

mitted to charge for electricity within the city of Snohomish in accordance with the following schedule, which the Commission hereby finds to be reasonable, just and sufficient:

First	25 kw. hours per month.....	8c per kwh.
Next	25 kw. hours per month.....	7.5c per kwh.
Next	25 kw. hours per month.....	6.5c per kwh.
Next	25 kw. hours per month.....	5.5c per kwh.
Next	100 kw. hours per month.....	5.0c per kwh.
Next	200 kw. hours per month.....	4.5c per kwh.
Next	600 kw. hours per month.....	3.5c per kwh.
Next	2,000 kw. hours per month.....	3.0c per kwh.
Next	2,000 kw. hours per month.....	2.5c per kwh.
	5,000 and over kwh. per month.....	2.0c per kwh.

No. 1760.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF OSCAR KLOCKER, MAYOR OF THE CITY OF PORT TOWNSEND, *Complainant*, v. KEY CITY LIGHT & POWER COMPANY, A CORPORATION, *Defendant*.

Complaint was filed regarding the rates and service. Hearing was had at Port Townsend. Pending. (See No. 1806.)

No. 1806.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. KEY CITY LIGHT & POWER COMPANY, *Defendant*.

Valuation proceedings were instituted by the Commission October 26, 1914. Hearing was had at Port Townsend December 30, 1914, and August 20, 1915. Findings were made as follows:

I.

The Townsend Electric Company was organized in 1888. The Port Townsend Gas & Fuel Company was organized in 1890. The Townsend Gas & Electric Company, organized in 1893, acquired the gas plant of the Port Townsend Gas & Fuel Company and the electric system of the Townsend Electric Company. The Port Townsend Gas Works, organized in May, 1895, acquired the gas system theretofore operated by the Townsend Gas & Electric Company, and operated that system until March, 1910. In March, 1906, the Citizens Electric Company was organized, and in June, 1906, purchased at sheriff's sale the electric system theretofore operated by the Townsend Gas & Electric Company, and in March, 1910, the Citizens Electric Company purchased the gas system theretofore operated by the Port Townsend Gas Works. Respondent Key City Light & Power Company was organized in February, 1910, and about that time or shortly thereafter acquired the electric system and gas plant referred to, and has since operated both of said systems. The authorized capital stock of the Key City Light & Power Company is \$80,000. Stock representing \$60,000 of the authorized capital has been issued, while stock representing \$20,000 of the authorized capital re-

mains in the treasury. The stock of respondent company has not exchanged hands on the market to an extent sufficient to enable the Commission to ascertain its market value. Respondent's indebtedness as of June 30, 1914, consisted of notes aggregating \$21,400, and unpaid accounts amounting to \$2,777.99.

II.

The electric system of the Key City Light & Power Company consists of a steam generating station, a substation and distribution system comprising 62.1 miles of wire. Respondent, since December 21, 1913, has purchased its electric power from the Olympic Power Company, whose 66,000 volt line terminates at respondent's substation.

III.

The cost of construction and equipment of respondent's electric system (1906), was..... \$32,433 91

The following sums have been expended for permanent improvements:

1907	1,613 40
1908	3,439 33
1909	2,623 49
1910	1,324 31
1911	4,820 24
1912	8,341 08
1913	187 73
First six months of 1914.....	5,674 90

Cost of construction and equipment of electric system, including permanent improvements as of June 30, 1914. \$60,458 39

The present cost of construction and equipment of the electric system as of June 30, 1914, and as compared with the original cost, is \$77,462.

The cost of reproducing the electric system in its condition as of June 30, 1914, that is, cost of reproduction, less accrued depreciation, is \$56,373.

The total market value of respondent's electric system used for the public's convenience in Port Townsend, Washington, as of June 30, 1914, was and is \$56,000.00, which was and is the fair market value of the property used and useful constituting the electric light and power system hereinbefore described.

IV.

The annual net earnings of the electric light and power system, after deducting operating expenses and taxes, from June 1, 1906, to June 30, 1914, were as follows:

Last seven months of 1906.....	\$2,723 38
1907	3,673 54
1908	4,667 82
1909	5,688 71
1910	6,341 78
1911	6,268 98
1912	8,762 38
1913	7,676 96
First six months of 1914.....	3,060 92

The taxes for the full year of 1914, amounting to \$967.20, were deducted from the net earnings for the first six months of 1914. No deduction for taxes will be required from the net earnings for the last six months of 1914. Depreciation for the periods mentioned has not been charged off or deducted from the net earnings above stated. The annual depreciation is approximately \$2,733.33. The probable earning capacity of the electric light and power system under the rates now charged by respondent is approximately 8 per cent. per annum on the fair market value of the electric light and power system, as hereinbefore ascertained and fixed.

The sum required to meet fixed charges and operating expenses of respondent's electric system is approximately \$15,350 per annum.

The electric distribution system comprises 62.1 miles of wire. There are 516 residence and business electrical services and 18 power services, approximately 8.6 consumers of current for light and power to the mile of wire. Such increase in population as may hereafter occur in Port Townsend will tend to increase the density of population tributary to said electric system. Port Townsend is favorably situated on the Olympic Peninsula. Tributary to Port Townsend is a large area of country which at present is very sparsely settled and but little developed. The natural resources of this vicinity are such that the population of Port Townsend is likely to increase from year to year, indefinitely.

V.

Respondent's gas plant equipment in Port Townsend consists of a steel holder, set in a wood-stave tank, having a capacity of 60,000 cubic feet of gas. The benches consist of two sets of five installed and the setting for one additional set. The distributing mains comprise 6.6 miles of main, ranging from 10-inch cast iron to 2-inch wrought iron pipe.

The cost of construction and equipment of respondent's gas plant (1890) was..... \$26,473 64
Expenditures for permanent improvements of the gas plant from 1890 to June 30, 1914, were as follows:

1891	329 37
1892	833 81
1893	82 15
1894	478 34
1895	189 00
1896	12 44
1897	143 09
1898	138 86
1899	83 80
1900	217 74
1901	120 92
1902	69 36
1903 .....	.....
1904	202 50
1905	458 24
1906	135 78
1907	865 23

1908	1,236 27
1909	94 50
1910	220 60
1911	1,262 91
1912	3,171 93
1913	361 48
1914	2,224 10

Cost of construction and equipment of gas system, including permanent improvements as of June 30, 1914.... \$39,406 06

The present cost of construction and equipment of the gas system as of June 30, 1914, is \$53,974. The cost of reproduction of the gas system in its condition as of June 30, 1914, was and is \$28,335.

The total market value of the gas plant owned and operated by respondent for the public convenience in Port Townsend, Washington, as of June 30, 1914, was and is \$28,000.00, which was and is the fair market value of the property used and useful constituting the gas plant referred to.

VI.

The annual net earnings of said gas plant from January 1, 1905, to and including the first six months of 1914, after deducing operating expenses and taxes, were as follows:

1905	\$1,541 94
1906	3,061 83
1907	1,092 24
1908	309 88
1909	310 83
1910	1,091 66
1911 (loss)	929 71
1912	661 20
1913 (loss)	331 52
First six months of 1914 (loss)	1,150 45

From the earnings for the first six months of 1914 taxes for the full year 1914 have been deducted. Under existing conditions in Port Townsend and under the rates now charged by respondent the gas system has no probable earning capacity. No deduction for depreciation of the gas system has been made from the earnings of the gas system above shown. The depreciation for the year of 1914 was approximately \$1,248.35.

The sum required to meet fixed charges and operating expenses of the gas system is approximately \$5,800 per annum. Findings hereinbefore made with reference to density of population tributary to respondent's electric system are applicable equally to the gas plant.

VII.

The expenditures already made by respondent in procuring its electric light and power property, as well as its gas system, were such as were justified by the then existing conditions. That the money expended by respondent on account of the electric light and power system and the gas system has been reasonable for the present needs of

the company, and for such needs as may reasonably be expected in the immediate future.

No. 1824.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
G. W. ATHERTON, *Complainant*, v. SEATTLE LIGHTING COMPANY, *Defendant*.

Complaint filed December 9, 1914, to require service furnished. Hearing held January 23, 1915. Case settled by defendant granting service.

No. 1826.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
SEATTLE SCHOOL DISTRICT No. 1, *Complainant*, v. SEATTLE LIGHTING
COMPANY, *Defendant*.

Complaint filed December 12, 1914, *re* rates for gas supplied schools. Hearings held at Seattle January 22-26, 1915. March 13, 1915, matters having been adjusted, on petition of parties, cause was dismissed without prejudice.

No. 2421.

Petition of Tacoma Gas Company.

Commission entered order permitting tariff to become effective on less than statutory notice. This tariff consolidated older tariffs and provided for additional suburban service.

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING STEAMBOAT
COMPANIES.**

No. 1781.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
FLORA A. ELMS AND FLOY V. GILMAN, *Complainant*, v. KITSAP
COUNTY TRANSPORTATION COMPANY, *Defendant*.

Complaint filed August 11, 1914, *re* steamboat service between
Manchester and Seattle. Set for hearing March 18, 1915, no one ap-
peared for complainants, who had removed from state. Dismissed.

No. 1782.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
IDA B. MCCLINTOCK, *Complainant*, v. McDOWELL STEAMBOAT COM-
PANY, INCORPORATED, A CORPORATION, *Defendant*.

Complaint filed October 29, 1914, alleging overcharges. Hearing
held March 18, 1915, and charge proven. Refund made.

No. 1798.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE PORT ANGELES TRANSPORTATION COMPANY, A CORPORATION, *Com-
plainant*, v. THE PUGET SOUND NAVIGATION COMPANY, A CORPORA-
TION, *Defendant*.

October 3, 1914, complaint was filed. Hearing was had at Seattle
November 9, 1914. Findings and order were entered December 19,
1914, as follows:

I.

The complainant is a public service corporation, owning, operat-
ing and managing the steamer "City of Angeles," for the transportation
of freight and passengers between Port Angeles, in Clallam County,
and the city of Seattle, calling en route at Dungeness, Port Williams
and Port Angeles, said steamer leaving Port Angeles at 1:00 p. m.
daily, except Sunday, arriving at Seattle at 7:00 p. m., and returning
leaving Seattle at 12:00 midnight, and arriving at Port Angeles at 8:00
o'clock a. m. That said steamer was placed in commission on Jan-
uary 25, 1914, and thereafter operated continuously on said route and
schedule.

That complainant published and filed its passenger tariff for said
steamer, naming rates between Port Angeles and Seattle of \$1.50 for
one way, and \$2.50 for the round trip.

II.

That respondent, the Puget Sound Navigation Company, is a public service corporation, owning, operating and managing freight and passenger steamers on Puget Sound, being the owner of a large fleet of steam vessels operating on practically every steamboat route on Puget Sound.

III.

That respondent operates the steamer "Sioux" between Seattle and Port Angeles daily. Prior to August 20, 1914, said steamer "Sioux" left Seattle at 8:00 o'clock a. m., called at Port Angeles, Port Williams and Dungeness, and arrived at Port Angeles at 1:30 p. m., leaving Port Angeles at 2:00 p. m. direct for Seattle, without stopping at Seattle at 6:30 p. m.

IV.

Prior to August 20, 1914, the regular passenger tariff naming rates for transportation on all of the vessels operated by respondent between Port Angeles and Seattle named rates of \$2.00 for one way and \$3.50 for the round trip. That on August 20, 1914, respondent changed the schedule of said steamer "Sioux," fixing the time for leaving Port Angeles at 1:00 o'clock p. m. to correspond with the leaving time of complainant's steamer the "City of Angeles," also changing the schedule of said steamer "Sioux" so as to permit her to call at Dungeness, Port Williams and Port Angeles on her trips between Port Angeles and Seattle. That respondent at the time of changing the schedule of said steamer "Sioux" published a tariff naming rates for transportation on said steamer "Sioux" between Port Angeles and Seattle of \$1.50 for one way and \$2.50 for the round trip.

V.

Complainant alleges that the change in schedule and rates for said steamer "Sioux" was made by respondent solely for the purpose of rendering complainant's business unprofitable, and compelling complainant to discontinue the operation of said steamer "City of Angeles," and that respondent had not published or filed a tariff naming rates of \$1.50 for one way and \$2.50 for round trip between said points, applicable to the steamers "Sol Duc," "Bellingham," "Wai Ale Ale," operated by respondent on the same route on which said steamer "Sioux" was operated, and complainant demanded that if a rate of \$2.50 be found to be reasonable and sufficient for the round trip between Port Angeles and Seattle, an order should be entered requiring respondent to make such rate applicable to all of its vessels operating on said route.

VI.

That the rate of \$1.50 for one way and the rate of \$2.50 for the round trip between Port Angeles and Seattle, is a just, reasonable and sufficient rate for the service performed by said steamer "City of Angeles" as well as said steamers "Sioux," "Sol Duc," "Bellingham" and

"Wai Ale Ale." That there is not sufficient difference between the service rendered by the steamer "City of Angeles" and the steamers operated by respondent on said route or between the service rendered by the steamer "Sioux" and the other steamers operated by respondent on said route to justify a different charge for transportation of passengers between said points.

WHEREFORE IT IS ORDERED, That respondent Puget Sound Navigation Company publish and file the tariff naming rates of \$1.50 for one way and \$2.50 for the round trip for transportation of passengers between Port Angeles and Seattle, such rates to be applicable to all vessels operated by respondent between said points and to become effective twenty days from date of service of this order upon respondent.

No. 1811.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF LIBERTY BAY TRANSPORTATION COMPANY, A CORPORATION, *Complainant*, v. KITSAP COUNTY TRANSPORTATION COMPANY, *Defendant*.

Complaint filed October 30, 1914, charging unfair competition by reason of unremunerative rates. Hearing held at Seattle March 3, 1915, on which day the Commission issued findings and order as follows:

FINDINGS OF FACT.

I.

That said Liberty Bay Transportation Company is a corporation organized under the laws of the State of Washington, and since about July 1, 1914, has owned and operated the steamer "Athlon" between Paulsbo and Seattle as a common carrier of passengers for hire.

II.

That the defendant Kitsap County Transportation Company is a corporation organized under the laws of the State of Washington, and for several years has owned and operated the steamer "Hyak" between Paulsbo and Seattle as a common carrier of passengers for hire.

III.

That at the time complainant placed said steamer "Athlon" in service, to-wit, on July 13, 1914, defendant was charging the rate of 25c each way for fares between Seattle and Paulsbo and way ports on the steamer "Hyak," and has continued to make such charge for such service, on the steamer "Hyak." That complainant has made the same charge for fares on the steamer "Athlon" between the said ports ever since said date.

IV.

That on or about the 15th day of September, 1914, the said defendant placed the launch "Falcon" in service between said ports, making the fare between Seattle and Paulsbo and way ports on said

launch 25c for a single trip, and also 25c for a round trip, the return portion of the round trip ticket being good for thirty days from date of issue, this fare being less than the fare charged by the defendant on the "Hyak," and less than that charged by complainant on the steamer "Athlon."

V.

That from the evidence adduced the Commission finds that the returns of the steamer "Athlon" since July, 1914, have not been remunerative, in that it appears that expenses were covered but that no profit was derived from the operation of said steamer. The Commission also finds from the evidence that the operation of said launch "Falcon" since September 15, 1915, has been at a loss, and unremunerative, and that the rates so charged were wholly inadequate and insufficient.

VI.

The Commission finds that the just, fair and sufficient rate of fare to be charged for passage on said launch "Falcon" under existing circumstances and conditions is 25c each way for adults, with half rates for children between five and twelve years of age, and that a less rate of fare is inadequate and insufficient.

From the foregoing findings of fact the Commission concludes:

That the defendant should be required under existing circumstances and conditions to make the rate of fare on the gasoline launch "Falcon," between Seattle and Paulsbo and way ports, 25c each way for adults, with half rates for children between five and twelve years of age, except that said defendant should be permitted to honor within thirty days after this order takes effect, all return trip tickets issued before this order takes effect, in accordance with the tariff heretofore filed by said defendant.

WHEREFORE, IT IS ORDERED, That within twenty days from the date of service of a copy of this order upon defendant, defendant issue, publish and file with the Commission a tariff naming rates for the transportation of passengers on the gasoline launch "Falcon" between the ports of Seattle and Paulsbo and way points in the State of Washington, as follows:

For adults (one way).....	25c
For adults (round trip).....	50c
For children between 5 and 12 years of age (one way).....	15c
For children between 5 and 12 years of age (round trip)..<	25c

IT IS FURTHER ORDERED, That from and after twenty days from the date of service of a copy of this order upon defendant, defendant observe and enforce the rates hereinbefore, and in said tariff, specified, except that during the thirty days following the taking effect of said tariff and the rates herein prescribed, defendant may, and shall, honor return trip tickets theretofore issued by it, pursuant to its tariff heretofore filed.

The foregoing findings relate to the sufficiency of rates for transportation on said gasoline launch "Falcon" or any other launch whose cost of operation is not materially or substantially different than that of said launch "Falcon." The Commission does not intend to prevent the public from having the benefit of any lower rate of fare which may be based upon any improved method of operation or propulsion on any launch or boat that may be operated on the basis of a fair and remunerative return, and the Commission will at any time entertain an application from either of the parties to this proceeding for permission to establish lower rates whenever any improved method of operation or propulsion which will permit lower rates, with a fair and remunerative return, may be available.

No. 1817.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE GREENBANK COMPANY, A CORPORATION, *Complainant*, v. ISLAND BELT STEAMSHIP COMPANY AND INLAND TRANSPORTATION COMPANY, *Defendants*.

Complaint filed November 23, 1914, for an order to require defendant to furnish steamboat service to Greenbank. Hearing was held at Seattle December 1, 1914. April 30, 1915, the Commission made findings and order as follows:

It appears from the evidence that the town of Greenbank has a daily service provided by the "Alverene." This boat is a vessel of thirty-nine gross tons, seventy-five by fifteen beam, sixty horse power. It will accommodate and is allowed to carry one hundred twenty-eight passengers. It will easily handle from six to eight tons.

The Island Transportation Company operates the steamship "Calista" between Oak Harbor and Seattle, touching at intermediate points. The "Calista" is a freight, passenger and mail steamer. The evidence shows that this vessel could not make the stop at Greenbank and maintain its present schedule of stops without employing additional crew.

The respondent Island Transportation Company owns and operates the steamer "Fairhaven." Some attempt has been made by the owners of the "Fairhaven" to give service to the town of Greenbank, but the evidence clearly demonstrates that there is not sufficient business available at the town of Greenbank to justify the Commission in directing the owners of the "Fairhaven," to-wit: the Island Transportation Company, to attempt to give regular service to the town of Greenbank.

From consideration of all the testimony it does not appear that there is more than enough business to support the steamer "Alverene," which is now serving the town of Greenbank. An order of the Commission directing service to be given by either of the respondents would, in the opinion of the Commission, result in not only a loss to

each of said respondents but would also interfere with the service of the steamer "Alverene" and reduce the revenue of the steamer "Alverene" below a reasonable return.

The Commission is further of the opinion that an attempt on the part of this Commission to compel the respondents to give the service prayed for in the complaint, would be unreasonable and would result in no benefit to the people of Greenbank.

IT IS THEREFORE ORDERED, That the complaint in the above entitled matter be and the same hereby is dismissed.

No. 1835.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF PUGET SOUND NAVIGATION COMPANY, *Complainant*, v. ANGELES BREWING & MALTING COMPANY, *Defendant*.

Complaint filed December 28, 1914, *re* freight rates between Seattle and Port Angeles. Hearing held March 17, 1915, and complaint withdrawn.

No. 1870.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND NAVIGATION COMPANY, ANGELES BREWING & MALTING COMPANY, BORDER LINE TRANSPORTATION COMPANY, PACIFIC STEAMSHIP COMPANY, PEARL TRADING COMPANY, PORT ANGELES TRANSPORTATION COMPANY, PUGET SOUND NAVAL STATION ROUTE, STAR STEAMSHIP COMPANY, AND R. WHITWORTH, *Defendants*.

Complaint filed March 5, 1915, *re* rates Seattle-Port Angeles. Consolidated with No. 1835 *supra*. Hearing held at Seattle March 17, 1915, and complaint withdrawn.

No. 1900.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. J. C. AGNER ET AL., *Defendants*.

March 26, 1915, proceedings instituted for a general rate investigation and promulgation of rules and regulations for tow boat operators. May 10, 1915, notice of conference at Seattle June 1, 1915, was sent to parties interested. Conference held June 1 and adjourned hearing had June 21. Pending.

No. 1927.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF WASHINGTON ROUTE, *Complainant*, v. BREMERTON TRANSPORTATION COMPANY, *Defendant*.

Complaint filed June 4, 1915, *re* unfair competition. Hearing held at Seattle November November 11, 1915. Pending.

No. 1987.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. INTER ISLAND NAVIGATION COMPANY, KINGSTON TRANSPORTATION COMPANY, W. H. KASCH AND PUGET SOUND NAVIGATION COMPANY, *Defendants*.

Complaint *re* unremunerative steamboat rates, filed October 27, 1915. Hearing held at Seattle November 10-11, 1915. Continued for results of new service.

Orders permitting waiving of statutory notice on tariffs were entered in the following cases:

No. 1382.

Puget Sound Navigation Company. Establishing rates on weight basis by new tariff.

No. 1398.

Frank Waterhouse & Company, Incorporated. Reduction in rate on canned salmon between Seattle or Tacoma and Everett, Point Roberts, Blaine, Bellingham, Anacortes, San Juan Islands and Port Townsend, Wash.

No. 2300.

Port Angeles Transportation Company. Reduction in certain freight rates between Seattle and various Sound points.

No. 2304.

Steamer "Alexander," Hoquiam, Wash. Reduction in freight and passenger rates from Aberdeen to Westport, Ocosta, Markham and Bay City, Wash.

No. 2306.

Frank Waterhouse & Company, Incorporated. Reduction in rate on canned salmon between Seattle or Tacoma and Everett, Wash.

No. 2335.

Kingston Transportation Company. Reduction in passenger fares Seattle to Maxwelton, Wash.

No. 2537.

Puget Sound Navigation Company. Reduction in passenger fares between Port Townsend and Port Williams, Dungeness, and Port Angeles; and between Dungeness and Port Angeles, Wash.

No. 2338.

Kitsap County Transportation Company. Reduction in rate on lumber, certain quantities, from Poulsbo to Seattle, Wash.

No. 2339.

Steamer "Alexander," Hoquiam, Wash. Reduction in rate on crabs and clams between certain local points.

No. 2378.

Navy Yard Route. Establishing rate on weight basis by new tariff.

No. 2380.

Hale's Pass & Wallochett Navigation Company. Reduction in rate on berries when carried on night run.

No. 2407.

N. L. Johnson Towing Company. Reduction in rates on empty berry crates and berries between Seattle and Vashon Island points.

No. 2408.

Bremerton Transportation Company. Reduction in rates to those of competing lines.

No. 2409.

Kingston Transportation Company. Reduction in rates on cereals and foodstuffs to those of competing carriers.

No. 2413.

Bremerton Route. Issuance of passenger and baggage tariff for chartered steamer "Chinook," between Seattle and way ports.

No. 2414.

Bremerton Route. Issuance of freight tariff for chartered steamer "Chinook" between Seattle and certain way ports.

No. 2415.

Bremerton Route. Issuance of freight rate for chartered steamer "Chinook" for run between Seattle and Everett, Marysville and Lowell, Wash.

No. 2416.

Bremerton Route. Reduction in passenger and baggage rates between Seattle and Port Orchard, Charleston and way ports.

No. 2425.

Kitsap County Transportation Company. Reduction in freight rates.

No. 2426.

Puget Sound Navigation Company. Reduced rate on passenger fares between Seattle and Edmonds, Wash.

No. 2449.

Puget Sound Navigation Company. Reduction in rate on passenger fares between Tacoma and Seattle.

No. 2455.

Puget Sound Navigation Company. Reduction in rate on passenger fares between Richardson and Friday Harbor, Wash.

No. 2451.

Kingston Transportation Company. Reduction in passenger fares, Bellingham to Urban and Doe Bay; also Seattle to Port Ludlow.

No. 2518.

E. K. Cartwell, steamer "Loma." To publish a new tariff changing from passenger to freight service.

No. 2528.

Lummi Island Navigation Company. New tariff changing to winter schedule.

No. 2542.

Puget Sound Navigation Company. Reduction in rate on apples between San Juan Island points and Seattle, Anacortes or Bellingham. Denied.

No. 2549.

Frank Waterhouse & Company. Establishing a new rate, box shocks from Anacortes to Seattle or Tacoma.

No. 2553.

Puget Sound Navigation Company. Reduction in passenger rates to San Juan Island points.

No. 2554.

Puget Sound Navigation Company. Reduction in fares on the steamer "Sioux" special route.

No. 2456.

Port Angeles Transportation Company. Reduction in rate on sewer pipe from Seattle to Port Angeles, Wash.

No. 2564.

Inter-Island Navigation Company. Reduction in rates to meet rates of Kingston Transportation Company.

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING
WHARF COMPANIES.**

No. 1829.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
J. L. WEEKLY, *Complainant*, v. DUNGENESS WHARF, OWNED BY C. F.
SEAL, *Defendant*.

Complaint filed December 4, 1914, *re* charges for driving bus over wharf. Hearing March 16, 1915, at Dungeness. March 31, 1915, finding and order were made by the Commission in part as follows:

The Commission finds that the rate of \$25 per month was not, under the circumstances, unreasonable or excessive. Complainant also claimed that he was entitled to a refund of the payments made under said arrangement for the reason that respondent had failed to file a tariff with the Public Service Commission of Washington naming rates for the particular service contemplated by said agreement. A penalty is provided by law for failure to file tariffs naming rates and charges for all services rendered, privileges granted, etc., but the failure to file such tariff does not in itself make any particular rate or rates unreasonable or excessive, and is not evidence which tends to show that any particular rate is unreasonable or excessive. The Commission is not justified in ordering a refund of charges made without filing of tariff naming rates, unless the rates charged and collected are unjust, unfair and unreasonable.

The Commission therefore finds and concludes that the rate of \$25.00 per month for the service contemplated by said agreement was not unfair, unreasonable or excessive.

WHEREFORE, IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 1964.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
E. T. HARRIS AND W. S. HARRIS, COPARTNERS DOING BUSINESS AS
E. T. HARRIS & SON, *Complainants*, v. MARTIN HEFFNER, *Defendant*.

Complaint filed September 2, 1915, *re* wharfage charges. Hearing at Bremerton September 17. Pending.

Orders waiving statutory notice on filing of tariffs were entered in the following cases:

No. 2321.

Colman Dock Company, Inc. New tariff changing to weight basis.

No. 2327.

Arlington Dock. Reduction in rate on cotton, coal and hay, when loaded direct from car to ship.

ELIMINATION, RELOCATION AND IMPROVEMENT OF DANGEROUS GRADE CROSSINGS.

Immediately following the completion of the field work on the examination of dangerous grade crossings reported to the Commission by various counties in the fall of 1914, a study of the reports on crossings examined was made by the Commission. These reports showed that the lists of dangerous grade crossings which had been furnished the Commission by various counties were far from complete. In fact, the Commission's engineers found many crossings in several counties which were more important crossings and more dangerous than those reported to the Commission by such counties. It was manifestly apparent that the lists furnished the Commission by the several counties should not be accepted as a basis for this work. To make such lists the foundation for a grade crossing survey would result in doing the work by piecemeal and consequently the grade crossings examiners would frequently have to be sent into districts where they had previously examined crossings reported as dangerous for the purpose of examining other crossings which would be brought to the attention of the Commission from time to time.

The Commission therefore decided to make a complete survey of grade crossings in the state not heretofore examined. In pursuance of this plan a card form of report was prepared providing blanks for indicating the amount of highway traffic, railway traffic, condition of paving, location of whistle posts, standard and special signs, and other means of protection, such as automatic alarm bells, flagmen, etc., maintained at the crossings. These cards are nine and three-quarter inches by fourteen and a quarter inches and provide ample space on the front thereof for sketches showing the railway alignment, location of highway and crossing, location of nearest section lines, embankments, buildings or other obstructions to the view of travelers on the highway and profile of the highway on either side of the crossing. The back of the card is ruled for additional information relating to conditions affecting the use of the crossing and recommendations for elimination, relocation or improvement thereof. (See insert between pages 166 and 167.)

During the winter of 1914 and 1915 sketches were made on the front of these cards showing the alignment of the railway on either side of the crossing, location of nearest section lines, station buildings, signals, tracks and other material data available from the right-of-way maps of the various railways in the state.

During the summer of 1915 the Commission's engineers examined 2,833 crossings, covering 3,853 miles of main line and branch line trackage. The crossing cards were completed by sketching in the highway showing location of each crossing, the length of views available to travelers on the highway in both directions along the railway from the

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During the summer of 1915 the Commission's engineers examined 2,833 crossings, covering 3,853 miles of main line and branch line track mileage. The crossing cards were completed by sketching in the highway showing location of each crossing, the length of views available to travelers on the highway in both directions along the railway from the

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crossing, when approaching the crossing from either side. The views obtainable from the highway at points 50 feet and 100 feet from the track were shown, as well as other points, when material. A profile of the highway on both sides of the crossing was shown on each card to indicate what work was necessary to provide a level crown in the highway extending 25 feet from the center line of the track on each side thereof, with approaches not exceeding 5 per cent grade, wherever practicable. The condition of the crossings, planking, location of whistle posts, and whether or not standard or special crossing signs were maintained, were shown. If a signal bell or other special protection was provided such fact was also indicated. The volume of highway traffic, the number of trains daily, and the time card speed of trains, were ascertained and indicated on each card. Where there existed obstructions to views, such as embankments, buildings, brush or trees, location of same were sketched on the card.

This data will enable the Commission to make a classification of the crossings, grouping those crossings with poor views, or other dangerous features, which carry heavy traffic, in the class for first attention, and identifying crossings where the present volume of the highway and railway traffic does not justify elimination, but which may be made safer by reasonable expenditure, so that such crossings may be improved and maintained in as safe condition as practicable, until increased traffic will justify elimination.

By proceeding in this systematic way the taxpayers in each county will have reasonable assurance that money expended in this work will be used in eliminating the most dangerous and most important crossings in the several counties first so that such expenditure will accomplish the greatest good, while the railway companies affected will have a similar assurance that expenditures required of them will be made on the most dangerous and most important crossings.

The Commission, having reached the conclusion that a complete survey and classification of all the grade crossings in the state should be made before it required the expenditure of public funds and railway funds for the elimination or relocation of grade crossings, arranged for the installation of flagmen, automatic alarm signals and other devices at dangerous and important crossings as a temporary measure, pending completion of the survey and classification referred to.

NEW GRADE CROSSINGS ESTABLISHED.

Applications for permission to establish new grade crossings are carefully investigated by the Commission and sworn testimony received and reduced to writing in each case. The question of whether or not the Commission should consent to the establishment of a new grade crossing is determined by application of the same rules which guide the Commission in determining whether a grade crossing should be eliminated or relocated. The Commission ascertains the lengths of views obtainable at the crossing, topography of the lands in the vicin-

ity of the crossing and whether it is practicable to separate grades of highway and railway, locate the crossing in a safer place, or deflect the highway so as to avoid a grade crossing. In every instance where the topography is such that it is practicable, the Commission requires new grade crossings to be constructed with a level crown on the highway, extending at least 25 feet on either side of the center line of the railway and with approaches to such level crown not exceeding 5 per cent grade and that the railway track be planked between the rails and for one foot on the outside of either side thereof for the full width of the traveled highway; such planking, however, is required to be not less than 16 feet in length. In every case where necessary to provide proper views the Commission also requires the removal of brush, trees or embankments before the opening of a new grade crossing. Grade crossings or roads are occasionally so located that it is impracticable to provide approaches to the level crown at the crossings, with grades not exceeding 5 per cent, but in such instances the Commission requires complete stop of trains or reduction of speed or flagging of trains at crossings, in accordance with its best judgment, for the protection of the traveling public.

New grade crossings were allowed by the Commission between November 30, 1914, and November 30, 1915, as follows:

<i>Number</i>	<i>Name of Railway</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>
872	O.-W. R. & N. Co.....	30	18	37 E.
1747	B. & N. Ry.....	35	41	4 E.
		2	40	4 E.
1749	G. N. Ry. Co.....	21	21	26 E.
1757	N. & M. Lumber Co.....	18	15	4 W.
1783	G. N. Ry. Co.....	5	23	39 E.
		32	24	39 E.
1815	N. P. Ry. Co.....	21	12	2 W.
1820	N. P. Ry. Co. (Grandview).....	Spur track across W. B. St.		
1827	Polson Logging Co.....	11	20	10 W.
1831	N. P. Ry. Co.....	2	20	43 E.
1847	Newaukum Val. Ry. Co.....	35	13	2 W.
1849	Newaukum Val. Ry. Co.....	30 & 31	13	1 E.
1850	Fir Tree Lbr. Co.....	23	17	1 W.
1855	N. P. Ry. Co.....	11	13	5 W.
1858	N. P. Ry. Co.....	33	24	42 E.
1861	Polson Logging Co.....	11	20	10 W.
1877	N. P. Ry. Co.....	Delta St., Snoqualmie, Wn.		
1886	Wagner & Wilson, Inc.....	16	28	7 E.
1888	O.-W. R. & N. Co.....	6	14	2 W.
1892	Fir Tree Lbr. Co.....	22	17	1 W.
1896	O.-W. R. & N. Co.....	19	17	5 W.
1897	N. P. Ry. Co.....	21	12	2 W.
1898	N. P. Ry. Co.....	2 & 3	17	7 W.
1901	Y. V. Trans. Co.....	36	14	18 E.
1903	N. P. Ry. Co.....	Parker Way, Toppenish, Wn.		
1909	N. P. Ry. Co.....	N. 13th St., Walla Walla, Wn.		
1912	North Coast Timber Co.....	3	15	4 E.
1913	G. N. Ry. Co.....	17	29	44 E.

<i>Number</i>	<i>Name of Railway</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>
1914	Hercules Sandstone Co.....	12	15	1 W.
		11 & 12	15	1 W.
1915	N. P. Ry. Co.....	2	8	30 E.
1916	Allen & Nelson Mill Co.....	10	24	6 E.
1918	P. T. & P. S. Ry. Co.....	26	28	2 W.
1923	Deer Park Lbr. Co.....	3	29	42 E.
		34	30	42 E.
1924	N. P. Ry. Co.....	14	32	9 E.
1926	G. N. Ry. Co.....	16	32	25 E.
1928	Polson Logging Co.....	35	21	10 W.
1929	Thurston Co. Ry. Co.....	15	17	3 W.
1931	Fir Tree Lbr. Co.....	26	17	1 W.
1939	B. & N. Ry. Co.....	19	39	4 E.
1940	N. P. Ry. Co.....	34	26	45 E.
1942	B. & N. Ry. Co.....	33	39	5 E.
		31	39	5 E.
		36	39	4 E.
		31	39	5 E.
		26	39	4 E.
		26	39	4 E.
		19 & 20	39	4 E.
1943	C., M. & St. P. Ry.....	10	19	3 E.
1946	G. N. Ry. Co.....	4	30	5 E.
1947	N. P. Ry. Co.....	Railroad St., Rosalia, Wn.		
1948	John W. McFadon.....	2	21	1 W.
1954	O.W. R. & N. Co.....	10	19	45 E.
1956	S. & I. E. Ry. Co.....	15	18	43 E.
1960	O.W. R. & N. Co.....	29	17	5 E.
1961	C., M. & St. P. Ry.....	Stevens Ave., Enumclaw, Wn.		
1963	N. P. Ry. Co.....	Spaulding St., Pullman, Wn.		
1969	Fir Tree Lbr. Co.....	21	17	1 W.
1974	G. N. Ry. Co.....	2	28	33 E.
1982	Maytown Lumber Co.....	17	16	2 W.
1986	G. N. Ry. Co.....	36	30	23 E.
		Mathow Ave., Pateros, Wn.		
1992	G. N. Ry. Co.....	4	29	44 E.

REPORT OF INSPECTORS OF TRACKS, SAFETY APPLIANCES AND ELECTRICAL CONSTRUCTION AND MAINTENANCE.

OLYMPIA, WASH., November 22, 1915.

To the Public Service Commission of Washington:

DEAR SIR: We submit herewith a brief report of the duties performed by the inspectors of tracks, safety appliances and electrical construction and maintenance for the Public Service Commission from November 1, 1914, to November 1, 1915.

The inspectors traveled during the year in covering their work approximately 27,000 miles, keeping in touch with conditions of track, bridges, operations and equipment, and inspecting yards, especially switches and switch blocking.

In their work they have been met in a spirit of co-operation by all the officers and employees of the different public service corporations within the state. The good condition of the track as reported last year has been maintained, and a decided improvement shows in the observance of safety appliances on equipment, as will be noticed by the comparative statement of defects found during the year.

There were but two serious accidents within the state during the year: The one on the Chicago, Milwaukee & Puget Sound Railway and Northern Pacific Railway at Rainier, and the one on the Wenatchee Valley & Northern at Leavenworth, neither of which were attributable to defective track or equipment, although the one at Rainier was caused primarily by carelessness in improperly securing for shipment a steam crane, there being no standard of appliances to cover.

The hoods adopted by the different railroads for use in passing through the tunnels have proven a great success in making for the comfort and safety of employees engaged in this service, as has also the fan provided by the Northern Pacific Railway at Stampede. However, accidents still happen, from men being overcome with smoke and gas in long tunnels, and will continue to do so until electric power is used for this service.

As usual, a number of minor accidents occurred without loss of life, and a number of accidental deaths due to unpreventable causes or man failure, such as trainmen falling from cars, trespassers being run over; and the inspectors desire to especially call your attention to the increasing number of accidents caused by automobiles being struck by trains at grade crossings; and recommend legislation requiring automobiles to come to a stop before crossing railroad tracks when such crossing is not protected by flagman.

As the state law very imperfectly covers the required safety appliances on equipment, and as a number of logging roads are becoming

common carriers, we recommend the adoption of the Federal Standard of Safety Appliances, as approved by the Interstate Commerce Commission as the standard for the State of Washington. This would not only cover the question of safety for the state, but would place any state road that might eventually engage in interstate commerce in a position to do so, without change.

As a number of common carriers are operating gas-driven motor cars of different size and design, and this service is sure to increase to compete with motor busses, and there is no standard of safety appliances covering this class of operations, we recommend that the Commission at an early date set a standard to cover both the appliances and operations for this class of service.

We recommend a board walk be placed on one side of all railroad bridges, to enable trainmen to pass along the side of trains with greater safety where such trains stop on bridges.

We recommend that a standard cattle guard be defined by the state.

The amount of electrical construction and rehabilitation during the last twelve months has increased and violations decreased. This is owing to the fact that all concerned are becoming more familiar with the interpretation of the law and its requirements. While some rules should be changed, there have been but few deaths and injuries caused to men engaged in the actual performance of their duties, and such have not been due to faulty construction.

Rule 12 should be amended to read as follows:

In all span wires used for the purpose of supporting trolley wires of series arc or incandescent lamps there shall be at least two circuit breakers, one on each side of lamp or trolley wire, located not less than four feet and not more than six feet distant from lamp or trolley wire; and in case where the span wire is attached to building or metallic poles additional circuit breakers shall be maintained at the buildings or at the poles: *Provided*, That on span wires which support two or more trolley wires no circuit breaker shall be required in span wire, between any two trolley wires: *Provided further*, That in trolley span wires attached to wooden poles only the circuit nearest to the trolley wire or wires shall be required.

Would also recommend the following:

Ground wires should not be run vertically on poles having transformers, fuse boxes, or cut outs, but should be run on the adjacent pole. This will eliminate the danger while working in the above apparatus of coming in direct contact with ground wire.

I make no further recommendations of changes of the present rules owing to the fact that the National Bureau of Standards has compiled a standard code of construction which they are about to submit to all commissions and electrical organizations in the different states for adoption, so that electrical construction will become a universal standard of construction throughout the United States.

LIST OF VIOLATIONS DETECTED.

Rule No.	Number of times violated
1	307
2	1
5	4
6	1
8	21
9	2
10	3
11	24
12	17
15	1
19	2
33	1
36	17
Total.....	401

In all instances correct installation was made by companies when attention was called to the violations.

Number of cars inspected, 19,755. Defects noted as follows:

Couplers out of contour.....	3
Knuckle pins broken.....	48
Lock block broken, coupler inoperative.....	138
Uncoupling levers missing.....	3
Uncoupling chains kinked.....	18
Uncoupling chains broken.....	21
Couplers low	12
Couplers high	3
Ladders missing	3
End hand holds bent.....	27
Sill steps bent.....	27
Sill steps not sufficient clearance.....	27
Grab irons missing.....	33
Grab irons bent.....	117
Hand brakes inoperative.....	21
Air brakes cut out.....	3
Air brakes not operating.....	9
Release rods missing.....	27
Angle cock handles broken.....	18
Train pipes loose.....	9
Running board defective.....	12
Sharp flanges	3
Return pipe missing.....	3

ENGINES.

Sharp flanges driver.....	33
Sharp flanges engine trucks.....	6
Sharp flanges tank.....	6
Coupler high	3
Coupler low	6
Water glass not working.....	3
Driving brake inoperative.....	3
Excessive platon travel.....	6

Leaky piston rod packing.....	30
Leaky valve stem packing.....	15
Cab mounting leaking.....	3
Hand rails missing.....	3
Cylinder head leaking.....	3
Hand rails improperly applied.....	3

INSPECTED

Cars	Engines	1914	Sw. blocks mis'g
		Total defects	
19,108	1,345	1,779	498
19,755	1,965	1915 . 681	24

Respectfully submitted,
J. F. REARDON, *Chief Inspector.*
T. S. MCEACHRAN, *Assistant.*

INFORMAL COMPLAINTS AND THEIR DISPOSITION.

When complaints are received against public service utilities where it seems possible by correspondence to settle the cause of complaint promptly, and at the same time save the expense of a formal hearing, these complaints are entered as "Informal Complaints."

During the year covered by this report such Informal Complaints brought to the attention of the Commission, are those numbered from 1692 to 2199, inclusive.

Below will be found, in condensed form, a statement showing disposition of those cases that were pending December 1, 1914, the date of the last prior report, (being cases numbered up to 1691) and a list of the new informal complaints filed the past year and their present status:

No. 981. Eliza Field (Stevenson) v. Spokane, Portland & Seattle Railway Co. Fencing right of way. Fence built. Closed.

No. 1068. A. L. Brown (Seattle) v. Northern Pacific Railway Co. Protest closing station at Sherlock. Protest withdrawn. Closed.

No. 1082. O. A. Hoag (Chelan) v. Chelan Land Company. Unsafe dam construction. Investigation made by engineers and report made. Closed.

No. 1347. Town of Sumas v. Sumas Water Company. Service. Investigation by engineers, service improved. Closed.

No. 1370. Western Retail Lumbermen's Association (Spokane) v. Hewitt-Lea-Funk Co. Misbilling freight. Pending.

No. 1385. Similkameen Trading Company (Nighthawk) v. Great Northern Railway Co. Rates on salt. Investigated and closed at request of complainant.

No. 1393. P. J. Fransiola & Co. (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Co. Overcharge switching.

No. 1451. Chamber of Commerce (Bellingham) v. Pacific Telephone & Telegraph Co. Extensions. Transferred to formal hearing No. 1852.

No. 1485. Seaquist Bros. (Portland, Ore.) v. Silver Lake Railway & Lumber Co. Operating without tariffs. Pending.

No. 1527. D. E. Merriott et al. (Seattle) v. Seattle Lighting Company. Gas extensions. Transferred to formal hearing.

No. 1532. Kitsap County Transportation Company (Seattle) v. Launch Tango. Operating without filing schedule. Investigated and closed.

No. 1543. R. G. Blair et al. (Attalia) v. Attalia Land Company. Services. Investigations made by engineers and plans for improvement suggested.

No. 1553. Albert Anderson (Bridgeport) v. Bridgeport Development Company. Irrigation service. Transferred to formal hearing No. 1671.

No. 1573. J. W. Goss (Metaline Falls) v. Metaline Falls Light & Power Company. Overcharge. Tariff rates charged. Closed.

No. 1576. Home Telephone Company (Ethel) v. Washington-Oregon Corporation. Violating Electrical Code. Investigated, conditions remedied. Closed.

No. 1583. Kulzer Lumber Company (Valley) v. Great Northern Railway Company. Car service. Closed.

No. 1593. John Woodhouse (Seattle) v. Galbraith Dock. Wharfage charge. Tariff rates charged. Closed.

No. 1594. Citizens (Freeman) v. Spokane & Inland Railway Company. Agent at Freeman. Business will not justify. Closed.

No. 1597. W. J. Lawton (Tumwater) v. Pacific Telephone & Telegraph Company. Service. Adjusted. Closed.

No. 1615. Dunning & Erich (Harrington) v. Great Northern Railway company. Demurrage. Ruling against complainant. Closed.

No. 1620. E. J. Strelan (Seattle) v. Northern Pacific Railway Company. Hay rates from Natches. Transferred to formal hearing.

No. 1621. F. W. Harris (Renton) v. Puget Sound Traction, Light & Power Company. Meter deposit. Tariff provisions followed. Closed.

No. 1623. Pacific Coast Shippers Association (Seattle) v. Great Northern Railway Company. Excessive minimum weights. Pending.

No. 1626. Bancroft & Snyder (Everett) v. Everett Light & Water Company. Overcharge. Tariff rates charged. Closed.

No. 1627. Farwest Clay Company (Tacoma) v. Railways. Demurrage. Pending.

No. 1628. Mrs. F. M. Larned (Olympia) v. Pacific Telephone & Telegraph Company. Overcharge. Closed.

No. 1630. Spokane Lodge Brotherhood Railway Trainmen (Spokane) v. Northern Pacific Railway Company. Violation full crew law. Complaint withdrawn. Closed.

No. 1633. Mashell Paint Company (Tacoma) v. Tacoma Wharves. Rates. Pending.

No. 1634. A. W. Doland (Spokane) v. Northern Pacific Railway Company. Claim for lost sugar. Settlement made. Closed.

No. 1635. W. Willis Clark (Oroville) v. Great Northern Railway Company. Fencing right of way. Fence built. Closed.

No. 1641. J. P. Brown (Springdale) v. Springdale Water Works. Service. Closed.

No. 1643. F. C. Bower (Starbuck) v. Starbuck Electric Company. Excessive rates for moving picture house. Rates reduced. Closed.

No. 1644. Joe Schlumpf (Seattle) v. Dungeness Wharf. Overcharge. Complaint withdrawn. Closed.

No. 1646. Interisland Navigation Company (Friday Harbor) v. Docks. Unsafe conditions. Complaint not pressed. Closed.

No. 1650. Will J. Hubbard (Dayton) v. Pacific Power & Light Company. Wire interference. Investigated. Conditions remedied. Closed.

No. 1654. G. M. Kjolseth (Bluecreek) v. Pacific Telephone & Telegraph Company. Connection. No formal complaint. Closed.

No. 1659. Union Fuel & Ice Company (Spokane) v. Oregon-Washington Railroad & Navigation Company. Misrouting. Interstate. Closed.

No. 1663. John Jensen (Kennewick) v. Pacific Power & Light Company. Service. Closed.

No. 1664. G. W. Howard (Spokane) v. Pacific Telephone & Telegraph Company. Overcharge. Tariff rates charged. Closed.

No. 1665. Portland Bridge Company (Portland) v. Great Northern Railway Company. Refund. No jurisdiction. Closed.

No. 1666. M. Melker (Waterman) v. Dock. Service. No answer to letters to complainant. Closed.

No. 1671. S. H. Staley (Seattle) v. Kitsap County Transportation Company. Not pressed by complainant. Closed.

No. 1674. Crescent Manufacturing Company (Seattle) v. Railways. Duplicate station names. Pending.

No. 1675. J. F. Weekley (Dungeness) v. Dungeness Dock. Charges. Transferred to formal hearing.

No. 1676. Harry J. Ball (McMillan) v. Northern Pacific Railway Company. Station facilities. Facilities furnished. Closed.

No. 1678. R. J. Flisk (Rosalia) v. Spokane & Inland Empire Railway and Chicago, Milwaukee & St. Paul Railway. Physical connection. No formal complaint. Closed.

No. 1679. Chelan Falls Milling Company (Chelan Falls) v. Great Northern Railway Company. Demurrage. Satisfactorily adjusted. Closed.

No. 1683. W. H. Murray (Withrow) v. J. S. Withrow. Transferred to formal hearing.

No. 1685. W. D. Hunter (Tekoa) v. Oregon-Washington Railroad & Navigation Company. Damages for delayed shipment. No jurisdiction. Closed.

No. 1686. James P. Kelley (Seattle) v. Railways. Dirty cars. No answer to letters. Closed.

No. 1687. Citizens of Bucoda v. Northern Pacific Railway Company. Closing station. Pending.

No. 1688. Citizens of Porter v. Northern Pacific Railway Company. Closing station. Business did not justify agent. Closed.

No. 1692. Miss M. Pendergast (Seattle) v. Pacific Telephone & Telegraph Company. Overcharge. Pending.

No. 1693. W. A. Mears, Chamber of Commerce (Seattle) v. Railways. Overcharge for drawing room. Transferred to formal hearing.

No. 1694. Commercial Club (Otis Orchards) v. Northern Pacific Railway Company. Station agent. Pending.

No. 1695. Citizens of Ruff v. Chicago, Milwaukee & St. Paul Railway Co. Closing station. Agent reinstated. Closed.

No. 1696. Citizens of White Bluffs v. Chicago, Milwaukee & St. Paul Railway. Train stops and agent. Complaint satisfied. Closed.

No. 1697. High Lake-Ephrata Telephone Company v. Pacific Telephone & Telegraph Company. Service. Complaint satisfied. Closed.

No. 1698. Asotin Telephone Exchange (Asotin) v. Pacific Telephone & Telegraph Company. Division of tolls. No jurisdiction. Closed.

No. 1700. Waitsburg Rural Telephone Company (Waitsburg) v. Pacific Power & Light Company. Wire interference. Investigated. Closed.

No. 1701. Hans Paulson (Orting) v. Great Northern Railway Company. Overcharge on household goods. Tariff rate charged. Closed.

No. 1702. Mr. L. A. Wolfe (Malden) v. Malden Water Works. Meter rates. Adjusted. Closed.

No. 1703. State Highway Commissioner v. Railways. Rates on crushed rock. Pending.

No. 1704. L. R. Miller (Tacoma) v. Northern Pacific Railway Company. Train stop at Maywood. Stop ordered. Closed.

No. 1705. Courtland Dedrick (Seattle) v. Seattle Lighting Company. Overcharge. Settlement made. Closed.

No. 1706. E. G. Ames (Seattle) v. Pacific Telephone & Telegraph Co. Service. Improvement secured. Closed.

No. 1707. Brotherhood Locomotive Engineers 833 (Auburn) v. Northern Pacific Railway Company. Unsafe tunnels. Safety devices installed. Closed.

No. 1708. John L. Craib (Tacoma) v. Great Northern Railway Company. Demurrage. Correct charges collected. Closed.

No. 1709. W. L. Hartman (Sherlock) v. Northern Pacific Railway Company. Abandoning station. Transferred to formal hearing No. 1837.

No. 1710. Glen E. Hoover (Seattle) v. Seattle Lighting Company. Gas extensions. Transferred to formal hearing No. 1824.

No. 1711. J. B. Jones (Chesaw) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 1712. Prosser Flouring Mills (Prosser) v. Northern Pacific Railway Company and Oregon-Washington Railroad & Navigation Company. Joint rates on wheat. Transferred to formal hearing.

No. 1713. Wm. Welmerskirch (Mold) v. Northern Pacific Railway Company. Overcharge for storage. Refund made. Closed.

No. 1714. J. C. Marcy (Olympia) v. Chicago, Milwaukee & St. Paul Railway Company. Overcharge on baggage. Refund ordered. Closed.

No. 1715. Morgan & Brewer (Hoquiam) v. Northern Pacific Railway Company. Fencing. Fence ordered. Closed.

No. 1716. Citizens (Stellacoom) v. Pacific Traction Company. Service. Transferred to formal hearing.

No. 1717. James Gibson (East Sound) v. Steamer Islander. Excessive rates. No formal complaint. Closed.

No. 1718. M. A. House (Tumwater) v. Pacific Telephone & Telegraph Company. Discrimination. No formal complaint. Closed.

No. 1719. Richard Pullen (Bellingham) v. Great Northern Railway Company. Refund of fare. Refund made. Closed.

No. 1720. Barnes-Woodin Company (North Yakima) v. Yakima Central Heating Company. Overcharge. No jurisdiction. Closed.

No. 1721. H. E. King (Spokane) Oregon-Washington Railroad & Navigation Company. Misrouting. Interstate. No jurisdiction. Closed.

No. 1722. W. E. Mayhew (Kent) v. Kent & Renton Telephone Company. War tax on messages. No jurisdiction. Closed.

No. 1723. Sam Hill (Maryhill) v. Pacific Telephone & Telegraph Company. Overcharge. Complaint satisfied. Closed.

No. 1724. J. E. Lancaster (Curlew) v. Great Northern Railway Company. Damages for injury to stock. No jurisdiction. Closed.

No. 1726. D. E. Pizer (Okanogan) v. Great Northern Railway Company. Refrigerator car service. Service ordered. Closed.

No. 1727. Clarence C. Terry (North Yakima) v. Pacific Power & Light Company. Water service. Transferred to formal hearing No. 1739.

No. 1728. R. J. Foler (Entiat) v. Entiat Telephone & Telegraph Company. Rates and service. Adjusted. Closed.

No. 1729. J. M. Sappington (Yacolt) v. Southwest Washington Telephone Company. Charges. Tariff rates charged. Closed.

No. 1730. J. H. Ackley (South Bend) v. Northwest Electric & Water Works. Excessive rates. Tariff rates charged. Closed.

No. 1731. The Crescent (Spokane) v. Pacific Telephone & Telegraph Company. Rates. Adjusted. Closed.

No. 1732. J. L. O'Conner (Palmer) v. Northern Pacific Railway Company. Overcharge on posts. Refund made. Closed. See formal hearing No. 1460.

No. 1733. F. D. Vincent (Pacific) v. Chicago, Milwaukee & St. Paul Railway Company. Sidetrack facilities. Pending.

No. 1734. Kulzer Lumber Company (Valley) v. Railways. Joint use on lumber. Transferred to formal hearing No. 1830.

No. 1735. Citizens of Talbot v. Puget Sound Electric Railway. Light service. Closed.

No. 1736. Selah Telephone Company (Selah) v. Pacific Power & Light Company. Violation of electric code.

No. 1737. Western Fuel Association (Spokane) v. Great Northern Railway Company. Overcharge. No jurisdiction. Closed.

No. 1738. Thos. Fellows (Manette) v. Bremerton-Charleston Light Fuel Company. Overcharge. Tariff rates charged. Closed.

No. 1739. Daniel F. Hickey (Rochester) v. Northern Pacific Railway Company. Approach to depot. Closed.

No. 1740. Civic Improvement Club (Pine City) v. Chicago-Milwaukee & St. Paul Railway Company. Agent at Pine City. Station ordered opened. Closed.

No. 1741. H. H. Johnston (Tacoma) v. Tacoma Railway & Power Company. Wet cars Point Defiance line. Conditions remedied. Closed.

No. 1742. F. L. Thomas (White Salmon) v. Thomas & Colburn. Water Service. Service denied. Supply insufficient. Closed.

No. 1743. A. W. Siller (Spokane) v. Washington Water Power Company. Rates. Transferred to formal hearing.

No. 1744. C. R. McMillan v. Great Northern Railway Company. Facilities at Keil. Facilities ordered. Closed.

No. 1745. R. A. Jones (Spokane) v. Pacific Telephone & Telegraph Company. Service. Service promised. Closed.

No. 1746. Chas. H. Rosevear (Othello) v. School District. Transportation of pupils. No jurisdiction. Closed.

No. 1747. P. J. Bruens (Port Angeles) v. Angeles Telephone & Telegraph Company. Rates. Tariff rates charged. Closed.

No. 1749. Geo. W. Heppner (Olympia) v. Pacific Telephone & Telegraph Company. Phone deposit. Tariff charges made. Closed.

No. 1750. Alford Hovey (Everett) v. Puget Sound International Railway & Power Company. Water Service. Complainant satisfied. Closed.

No. 1751. F. B. Baird (Waitsburg) v. Northern Pacific Railway Company. Rates on apples to east. Information furnished. Closed.

No. 1752. J. S. Freidling (Cheney) v. Northern Pacific Railway Company. Train service. Conditions remedied. Closed.

No. 1753. Fred A. Grow (Winslow) v. Galbraith Dock Company. Excessive wharfage charges. Refund made. Closed.

No. 1754. Oregonian (Portland, Ore.) v. Pacific Telephone & Telegraph Company. Overcharge. Tariff rates charged. Closed.

No. 1755. Pacific Coast Shipping Association (Seattle) v. Northern Pacific Railway Company. Overcharge. Refund made. Closed.

No. 1756. Houser Milling Company (Pomeroy) v. Pacific Power & Light Company. Motor rates. Tariff rates charged. Closed.

No. 1757. L. W. Ragsdale (Milton, Ore.) v. Chicago, Milwaukee & St. Paul Railway. Overcharge on freight. Correct rate charged. Closed.

No. 1758. Alaska Junk Company (Seattle) v. Chicago, Milwaukee & St. Paul Railway Company. Excessive switching charges. Tariff rates charged. Closed.

No. 1759. Richard Hinchcliffe (Waitsburg) v. City of Waitsburg. Refusal of franchise inside of city limits. No jurisdiction. Closed.

No. 1760. Western Retail Lumbermen's Association (Spokane) v. Railroads. Mixed shipment under low class. Complainant in error. Closed.

No. 1761. P. J. O'Brien (Olympia) v. Percival Dock. Overcharge on boat shipment. Pending.

No. 1762. M. Thorson (Arlington) v. Pacific Telephone & Telegraph Company. Overcharge. Closed.

No. 1763. J. L. Metcalf (Montesano) v. Montesano Telephone Company. Overcharge. Tariff charged. Closed.

No. 1764. Wenatchee Milling Company (Wenatchee) v. Great Northern Railway Company. Overcharge on flour. Closed.

No. 1765. State Board of Control v. Railways. Mileage books for guards. No jurisdiction. Closed.

No. 1766. Ward Emigh v. Express Companies. Rate on butter. Rate established. Closed.

No. 1767. C. F. McCall (South Bend) v. Willapa Power Company. Deposit. Tariff charged. Closed.

No. 1768. Mrs. M. Ray (Starbuck) v. Starbuck Electric Company. Discrimination. Information supplied. Closed.

No. 1769. Henry A. McCormick (North Yakima) v. Northern Pacific Railway Company. Rates. Data furnished. Closed.

No. 1770. Board of Control v. Olympa Light & Power Company. Rates. Data furnished. Closed.

No. 1771. T. M. Creel (Quincy) v. Quincy Valley Water Users. Rates, etc. Pending.

No. 1772. J. W. Santee (Kirkland) v. Lake Washington Telephone Company. Installation charge. Closed.

No. 1773. Citizens of Vancouver v. Washington-Oregon Corporation. Water Service. Investigation made. Closed.

No. 1774. Chamber of Commerce (Colville) v. Great Northern Railway Company. Stockyard facilities. Facilities furnished. Closed.

No. 1775. Superior Portland Cement Company (Seattle) v. Great Northern Railway Company. Overcharge. Settlement made. Closed.

No. 1776. Shallinger Produce Company (Spokane) v. Express Companies. Weighing milk and cream. No formal complaint. Closed.

No. 1777. John R. McEwen (Goldendale) v. Goldendale Telephone & Telegraph Co. Service. No reply to letters. Closed.

No. 1778. Farmers Union G. & S. Company (Latah) v. Oregon-Washington Railroad & Navigation Company. Excessive rental. Complainant satisfied. Closed.

No. 1779. Mrs. J. E. Johnson (Bellingham) v. Pacific Telephone & Telegraph Company. Charges. Closed.

No. 1780. Lea A. White (Bear Creek) v. Great Northern Railway Company. Damages by delay. No cause for complaint. Closed.

No. 1781. Frank Downie (Seattle) v. Pacific Telephone & Telegraph Company. Service to Foster. Service promised. Closed.

No. 1782. Normal School (Ellensburg) v. Express Companies. Free deliveries. Closed.

No. 1783. Morris Johnson (Mt. Vernon) v. Great Northern Railway Company. Stock shipping facilities. Pending.

No. 1784. Belknap Glass Company (Seattle) v. Steamboats. Rates on glass. Suggestion made for special tariff. Pending.

No. 1785. H. E. Doran (Edmonds) v. Oregon-Washington Railroad & Navigation Company. Overcharge. Tariff charged. Closed.

No. 1786. Inland Transportation Company (Seattle) v. Judy Transportation Company. Filing tariffs. Tariffs filed. Closed.

No. 1787. Victor Fuel Company (Seattle) v. Puget Sound Traction, Light & Power Company. Coal rates. Transferred to formal hearing.

No. 1788. Mitchell, Lewis & Staver Company (Portland) v. Washington Water Power Company. Loss and damage. No jurisdiction. Closed.

No. 1789. Western Retail Lumbermen's Association (Spokane) v. Northern Pacific Railway Company. Switching charge. Closed.

No. 1790. Mrs. Frank Page (Olympia) v. Pacific Telephone & Telegraph Company. Installing phone. Order denied. Cost too great. Closed.

No. 1791. Joseph L. Phillips (Pasco) v. Northern Pacific Railway Company. Unsafe bridge. Investigation shows bridge O. K. Closed.

No. 1792. H. L. Shonkwiler (Deer Park) v. Little Spokane Power Company. Rates. No formal complaint. Closed.

No. 1793. Cashmere Lumber Company (Cashmere) v. Town of Cashmere. Lighting rates. No jurisdiction. Closed.

No. 1794. Perry Lumber Company (McIntosh) v. Great Northern Railway Company and Northern Pacific Railway Company. Increased rates on wood. Complaint in error. Closed.

No. 1795. Willard Quimby (Shaw Island) v. Shaw Island Wharf. Receipt for goods. Closed.

No. 1796. A. D. Dunbar (Seattle) v. Pacific Telephone & Telegraph Company. Rates and service. No formal complaint filed. Closed.

No. 1797. G. Hammer (Huntsville) v. Pacific Telephone & Telegraph Company. Service. No jurisdiction. Closed.

No. 1798. Union Lumber Company (Union Mills) v. Northern Pacific Railway Company. Minimum carload. Closed.

No. 1800. Lincoln County Commissioners (Davenport) v. Northern Pacific Railway Company. Rates on sand and gravel. Closed.

No. 1801. C. O. Brotherick (Bremerton) v. Steamboat Companies. Refund on ticket. No jurisdiction. Closed.

No. 1802. R. O. Seeds (Spokane) v. Washington Water Power Company. Service. Closed.

No. 1803. B. S. Wadsworth (Richland) v. Railways. Demurrage. Closed.

No. 1804. Tumwater Lumber Company (Tumwater) v. Northern Pacific Railway Company. Demurrage claim. No jurisdiction. Closed.

No. 1805. C. F. Whaley (Hanford) v. Pacific Power & Light Company. Service. Compromise advised. Closed.

No. 1806. Western Retail Lumbermen's Association (Spokane) v. Great Northern Railway Company. Undercharge. Mixed shipment. Closed.

No. 1807. Butler Lumber Company (Bow) v. Great Northern Railway Company. Station at Bellevue. Business not enough to justify. Closed.

No. 1808. Schmidt Lithograph Company (Seattle) v. Express Companies. To reduce minimum. Closed.

No. 1809. Western Retail Lumbermen's Association (Spokane) v. Northern Pacific Railway Company. Excessive lumber rate. Closed.

No. 1810. Inland Brewing & Malting Company (Spokane) v. Northern Pacific Railway Company. Switching charge. Tariff rate charged. Closed.

No. 1811. M. V. Crabtree (Sumas) v. Railways. Discrimination. Closed.

No. 1812. Citizens of Waukon v. Great Northern Railway Company. Station and agent. Conditions improved. Closed.

No. 1813. T. W. Mortimer (Spokane) v. City of Spokane. Water service. No jurisdiction. Closed.

No. 1814. F. M. Hall (Buckeye) v. Spokane Falls & Northern Railway. Fencing. Closed.

No. 1815. W. J. Ingraham (Attalia) v. Attalia Land Company. Service. Closed.

No. 1816. Pope Sibley Company (Seattle) v. Pacific Telephone & Telegraph Company. Rates billiard hall. Satisfactorily adjusted. Closed.

No. 1817. Frank E. Downer (Seattle) v. Pacific Telephone & Telegraph Company. Deposit. Pending order in formal hearing 1791. closed.

No. 1818. Puget Sound & Baker River Railway Company (Bellingham) v. Great Northern Railway Company. Rate on fuel oil. Pending.

No. 1819. Publicity Club (Parker) v. Northern Pacific Railway Company. Blocking crossings. Conditions remedied. Closed.

No. 1820. Steen's Studio (Bellingham) v. Pacific Telephone & Telegraph Company. Deposit. Pending order in formal hearing No. 1791. Closed.

No. 1821. T. A. Saunders (Seattle) v. Pacific Telephone & Telegraph Company. Installation charge. Complainant satisfied. Closed.

No. 1822. Mrs. Jean Stanton (Seattle) v. Pacific Telephone & Telegraph Company. Service. Pending order in formal hearing. Closed.

No. 1823. Charles Myhol (South Bend) v. Willapa Power Company. Rates. Proper charge made. Closed.

No. 1824. J. O. Alman (Seattle) v. Everett Gas Company. Overcharge. Complainant satisfied. Closed.

No. 1825. R. G. Banta (Seattle) v. Puget Sound Traction, Light & Power Company. Street car service. Adjusted. Closed.

No. 1826. W. H. Farrington (Seattle) v. Pacific Telephone & Telegraph Company. Deposit. Pending order F. H. No. 1791. Closed.

No. 1827. City of Waltsburg v. Pacific Power & Light Company. Water service. Transferred to formal hearing. Closed.

No. 1828. Citizens of Seattle v. Seattle Lighting Company. Service. Service furnished. Closed.

No. 1829. W. G. Jones (Seattle) v. Seattle Lighting Company. Service. Service furnished. Closed.

No. 1830. Sheriff King County (Seattle) v. Seattle Electric Company. Special tickets. Closed.

No. 1831. L. D. Lewis (Seattle) v. Oregon-Washington Railroad & Navigation Company and Pacific Northwest Traction Company. Switching. Transferred to formal hearing.

No. 1832. S. L. Lewis (Manette) v. Steamer Mohawk. Safety and convenience. Improvements made. Closed.

No. 1833. Geo. T. Shrock (Seattle) v. Seattle Lighting Company. Service. Complainant moved. Closed.

No. 1834. John W. Witham (Seattle) v. Pacific Telephone & Telegraph Company. Rates and service. Complaint withdrawn. Closed.

No. 1835. Citizens of Hamilton v. Skagit River Telephone & Telegraph Company. Service. Satisfactorily adjusted. Closed.

No. 1836. R. A. Stewart (Seattle) v. Pacific Telephone & Telegraph Company. Deposit. Transferred to formal hearing No. 1791.

No. 1837. C. E. Fowler (Seattle) v. C. M. Austin. Water service. Complainant satisfied. Closed.

No. 1838. C. O. Nelson (Seattle) v. City Lighting Company. Service. Service granted. Closed.

No. 1839. Dr. J. W. Hewitson (Seattle) v. Pacific Telephone & Telegraph Company. Removal charge. Complainant satisfied. Closed.

No. 1840. Ira Williams (Laurel) v. Laurel Pipe Line, Peek Bros. Water service. No jurisdiction. Closed.

No. 1841. Western Retail Lumbermen's Association (Spokane) v. Chicago, Milwaukee & St. Paul Railway. Transferred to formal hearing.

No. 1842. Western Retail Lumbermen's Association (Spokane) v. Great Northern Railway Company. Misbilling. Closed.

No. 1843. Western Retail Lumbermen's Association (Spokane) v. Chicago, Milwaukee & St. Paul Railway. Closed.

No. 1844. Western Retail Lumbermen's Association (Spokane) v. Chicago, Milwaukee & St. Paul Railway. Closed.

No. 1845. Commission v. Steamer Tycord. To file tariffs. Closed.

No. 1846. Medical Lake Telephone Company (Medical Lake) v. Reardan Farmers Telephone Company. Connections. Closed.

No. 1847. Commission v. Pacific Net & Twine Company. Refuse to approve tariff. Tariff corrected. Closed.

No. 1848. Seabold Dock Company (Seabold) v. New Seabold Dock. Duplication of names. Closed.

No. 1849. Axel Berg (Hoquiam) v. Hoquiam Water Company. Disconnecting charge. No jurisdiction. Closed.

No. 1850. Citizens of Ellensburg v. Ellensburg Telephone Company. Rates. Transferred to formal hearing.

No. 1851. Hughes-McNitt & Company (Groves) v. Oregon-Washington Railroad & Navigation Company. Transferred to formal hearing.

No. 1852. Hewitt Logging Company v. Northern Pacific Railway Company. Reparation. Pending.

No. 1853. Porter Brothers (Tacoma) v. Northern Pacific Railway. Overcharge. Pending.

No. 1854. Citizens of Menlo v. Northern Pacific Railway Company. Depot facilities. Pending.

No. 1855. American Audit Company (Spokane) v. Northern Pacific Railway Company. Excessive rates. No merit to complaint. Closed.

No. 1856. Employee (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Company. Unsanitary sleeping car. Conditions remedied. Closed.

No. 1857. Spokane, Portland & Seattle Railway Company (Portland) v. Farmers Co-operative Telephone Company. Wire interference. Conditions ordered remedied. Closed.

No. 1858. Deep Creek Telephone Company (Deep Creek) v. Pacific Telephone & Telegraph Company. Physical connection. Closed.

No. 1859. H. J. Spencer (Paterson) v. Spokane, Portland & Seattle Railway Company. Fencing. Pending.

No. 1860. Puget Sound Navigation Company (Seattle) v. Kingston Transportation Company. Rates. Transferred to formal hearing.

No. 1861. Nels E. Peterson (Manette) v. Manette Water Company. Service and rates. Closed.

No. 1862. Mrs. F. E. Seagrave (Seattle) v. Seattle Gas Company. Gas and gas meter. Meter tested. Closed.

No. 1863. T. K. Robe (Silvana) v. Great Northern Railway Company. Service. Closed.

No. 1864. Lucy D. Cordiner (Ellensburg) v. Western Union. Delivery of message. Information furnished. Closed.

No. 1865. Silver Beach Shingle Company (Bellingham) v. Northern Pacific Railway Company. Diversion of cars. Interstate, no jurisdiction. Closed.

No. 1866. T. C. C. Clemson (Seattle) v. Seattle Lighting Company. Service. Closed.

No. 1867. Bellevue Commercial Club (Bellevue) v. Pacific Telephone & Telegraph Company. Exchange and rates. Pending.

No. 1868. Balcom-Vanderhoof Logging Company (Seattle) v. Sumas Electric Light Company. Contract regulation. Ruling by Attorney General. Closed.

No. 1869. Day Lumber Company (Big Lake) v. J. B. Peterson. Safety for employees. Closed.

No. 1870. Commission v. Peshastin Orchard Ditch Company. Service. Closed.

No. 1871. A. R. McNeill (Bremerton) v. Puget Sound Naval Station Route. Overcharge. Closed.

No. 1872. Jensen Creamery Company (Seattle) v. Galbraith Dock et al. Return milk cans. Closed.

No. 1873. R. W. Franklin (Spokane) v. Pacific Telephone & Telegraph Company. Removal charge. Tariff charge made. Closed.

No. 1874. Citizens of Puyallup v. Puget Sound Traction, Light & Power Company. Light rates. Pending.

No. 1875. C. A. Cooper (Pacific Beach) v. Calvin Perry. Water discrimination. Closed.

No. 1876. Brotherhood Railway Trainmen (Seattle) v. Oregon-Washington Railroad & Navigation Company. Mixed trains. Ordered to obey laws. Closed.

No. 1877. Brotherhood Railway Trainmen (Spokane) v. Northern Pacific Railway Company. Violation full crew law. Closed.

No. 1878. J. A. Archer (Pine City) v. Chicago, Milwaukee & St. Paul Railway Company. Oil in creek. Closed.

No. 1879. State Board of Control (Olympia) v. Washington-Oregon Corporation. Electric rates, State Training School. Pending.

No. 1880. International Portland Cement Company (Spokane) v. Chicago, Milwaukee & St. Paul Railway Company. Violation of tariff rate. Complainant in error. Closed.

No. 1881. Pacific Coast Shippers Association (Seattle) v. Northern Pacific Railway Company. Excess charge on logs. Transferred to formal hearing.

No. 1882. Della Burnham (Rainier) v. Chicago, Milwaukee & St. Paul Railway Company. Cattle guards and fencing. Guards installed. Closed.

No. 1883. N. D. Showalter (Cheney) v. Hanford Irrigation & Power Company. Rates. Consolidated with C. 1903.

No. 1884. MacDonald Hale & Company (Seattle) v. Chicago, Milwaukee & St. Paul Railway Company. Absorption switching charges. Closed.

No. 1885. Claude George (Olympia) v. Pacific Telephone & Telegraph Company. Refusal to furnish phone. Closed.

No. 1886. Town of Hatton v. City Water & Feed Mill. Increased rates. Closed.

No. 1887. Jacob Holmes (Chattaroy) v. Great Northern Railway Company. Fencing. Closed.

No. 1888. Nippon Lumber Company (Alpine) v. Great Northern Railway Company. Service. Service furnished. Closed.

No. 1889. Puyallup and Sumner Fruit Growers Association (Puyallup) v. Postal Telegraph Company. Service. Closed.

No. 1890. S. J. Wray (Matlock) v. Railways. No jurisdiction. Closed.

No. 1891. M. H. Carty (Silverdale) v. Puget Sound Navigation Company et al. Transportation and rates. Closed.

No. 1892. M. J. Hayes (Seattle) v. Pacific Telephone & Telegraph Company. Deposit. Complainant satisfied. Closed.

No. 1893. J. F. Reardan (Seattle) v. Whatcom Railway, Light & Power Company. Operation. Safety. Closed.

No. 1894. A. D. Reid (West Seattle) v. C. M. Austin. Water supply. Closed.

No. 1895. G. C. Chew (Seattle) v. Seattle Lighting Company. Gas service. Closed.

No. 1896. Harry Martin (Seattle) v. Seattle Lighting Company. Gas service. Closed.

No. 1897. A. H. Mefford (Seattle) v. Seattle Lighting Company. Gas service. Closed.

No. 1898. J. F. Reardan (Everett) v. Great Northern Railway Company. Violation full crew law. Pending.

No. 1899. M. J. Cowgill (Everett) v. Everett Gas Company. Charges. Closed.

No. 1900. E. W. Wise (Centralia) v. City Water Works. Overcharge. Complainant satisfied. Closed.

No. 1901. Anna Rea Peters (Spokane) v. Pacific Telephone & Telegraph Company. Deposit. Tariff charged. Closed.

No. 1902. Otto Schoenrock (Othello) v. Northern Pacific Railway Company. Fencing. Fence ordered. Closed.

No. 1903. C. E. Patten (Seattle) v. Hanford Irrigation Company. Rates. Transferred to formal hearing.

No. 1904. Frank Dorn (Cashmere) v. High Line Canal Company. Unsafe dam. Closed.

No. 1905. Earl P. Jones (Elma) v. Elma Electric Light & Power Company. Meter in church. Pending.

No. 1906. Pacific Fruit & Produce Company (Tacoma) v. Northern Pacific Railway Company. Excessive switching charge at Aberdeen. Pending.

No. 1907. Puget Sound Navigation Company (Seattle) v. Gas Schooner Audrey. No tariff filed. Closed.

No. 1908. W. E. Caldwell (Vancouver) v. Spokane, Portland & Seattle Railway Company. Back haul overcharge. Closed.

No. 1909. Chas. E. Ray (Ceres) v. Northern Pacific Railway Company. Fencing. Pending.

No. 1910. Washington Route (Seattle) v. Chico Improvement Club. Unsafe condition of wharf. Closed.

No. 1911. Citizens of Valley v. Great Northern Railway Company. Jattle guards. Closed.

No. 1912. Citizens of Scotia v. Great Northern Railway Company. Closing station. Closed.

No. 1913. J. W. Blunt (Waterville) v. Water Company. Service. Closed.

No. 1914. Norton & Company (Tacoma) v. Vashon Navigation Company. Continuation of service. Closed.

No. 1915. Mrs. Atta Beers (Bryn Mawr) v. Seattle, Renton & Southern Railway. Discontinuance of stop. Transferred to formal hearing.

No. 1916. James A. Dougan (Seattle) v. Pacific Telephone & Telegraph Company. Change of number. Closed.

No. 1917. Wm. D. Perkins (Seattle) v. Puget Sound Traction, Light & Power Company. Carelessness in switching cars. Closed.

No. 1918. Portland C. Hunt (West Seattle) v. Seattle Lighting Company. Charges. Closed.

No. 1919. Citizens of LaConner v. Water Company. Service. Closed.

No. 1920. E. R. Wheeler (Seattle) v. Seattle Lighting Company. Gas extension. Closed.

No. 1921. Anacortes Light & Water Company (Anacortes) v. F. S. Miller. Settlement. Closed.

No. 1922. J. A. Forehand (Seattle) v. Seattle Lighting Company. Gas bill adjustment. Closed.

No. 1923. G. M. Adams (Pateros) v. Pateros Water Ditch Company. Service. Closed.

No. 1924. L. A. Hay (Seattle) v. Seattle Lighting Company. Charges. Closed.

No. 1925. G. G. Merchen (Lethbridge, Alberta) v. Hartson Avenue Water Plant. Water charges. Closed.

No. 1926. W. F. Whitney (Wenatchee) v. Ferry at Vantage. Unsafe condition. Closed.

No. 1927. Citizens of Battleground v. Southwestern Washington Telephone Company. Closed.

No. 1928. McCoy Loggie Timber Company (Bellingham) v. Northern Pacific Railway Company. Overcharges. Pending.

No. 1929. Coeur d'Alene Weaving Company (Coeur d'Alene, Idaho) v. Railroads. Excessive rates. Closed.

No. 1930. C. A. Burr (Olympia) v. Olympia Gas Company. Service. Closed.

No. 1931. R. L. Lounsbery (Olympia) v. Olympia Gas Company. Service. Closed.

No. 1932. Mrs. Sarah Mills (Walla Walla) v. Oregon-Washington Railroad & Navigation Company. Closing street. Closed.

No. 1933. John C. Ecker (Orondo) v. Orondo Water & Land Company. Water service. Closed.

No. 1934. E. M. Crain (Hatton) v. Northern Pacific Railway Company. Spur. Closed.

No. 1935. S. J. Smyth (Goldendale) v. Oregon-Washington Telephone Company. Long distance overcharge. Closed.

No. 1936. Rev. H. S. Atkins (Hugo, Colo.) v. Great Northern Railway Company. Overcharge baggage. Closed.

No. 1937. Lindsley Bros. Company (Spokane) v. Great Northern Railway Company. Overcharge demurrage. Closed.

No. 1938. Krupp Telephone Company (Krupp) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 1939. P. H. Dally (Hillyard) v. Great Northern Railway Company. Bad scales. Closed.

No. 1940. W. W. Clark (Oroville) v. Great Northern Railway Company. Fencing. Pending.

No. 1941. Spokane Fruit Growers' Company (Spokane) v. Great Northern Railway and Express Company. Refusal of cars. Closed.

No. 1942. Board of Control (Olympia) v. City of Chehalis. Defective water meter. Closed.

No. 1943. Union Iron Works (Spokane) v. Northern Pacific Railway Company. Advance in rates. Transferred to formal hearing.

No. 1944. Grays Harbor Gas Company (Aberdeen) v. Grays Harbor Railway & Light Company. Electrolysis. Pending.

No. 1945. Commission v. Great Northern Railway Company. Dangerous crossing Delta. Closed.

No. 1946. Lake Chelan Boat Company (Chelan) v. Great Northern Railway Company. Joint rate. Closed.

No. 1947. Brotherhood Railway Trainmen (Seattle) v. Chicago, Milwaukee & St. Paul Railway Company. Violation full crew law. Pending.

No. 1948. Mrs. D. D. Smith (Port Orchard) v. Kitsap County Telephone Company. Charges. Closed.

No. 1949. Sylvania R. Beckwith (Seattle) v. Seattle Lighting Company. Gas service. Closed.

No. 1950. Mrs. Mary E. La Tour (Seattle) v. Seattle Lighting Company. Service. Closed.

No. 1951. W. P. Stanley (Seattle) v. Speed Boat Satan. Charges. Closed.

No. 1952. J. E. Clifford (Kingston) v. Kingston Wharf Company. New ruling. Closed.

No. 1953. W. C. Fowler (Seattle) v. Seattle, Renton & Southern Railway Company. Ventilation. Closed.

No. 1954. Peter Husby (Everett) v. Everett Gas Company. Adjustment of gas bill. Closed.

No. 1955. H. E. Springer (Seattle) v. Duwamish Water Company. Inadequate supply. Pending.

No. 1956. C. R. Beatty (Bremerton) v. Garrison Fisher Company. Water shut off. Closed.

No. 1957. E. F. Harris & Son (Port Orchard) v. Martin Heffner. Competition. Transferred to formal hearing.

No. 1958. John P. Fay (Seattle) v. Pacific Telephone & Telegraph Company. Poor service. Closed.

No. 1959. E. L. Gerry (Seattle) v. Navy Yard and Port Orchard Route. Refund on ticket. Closed.

No. 1960. T. B. Stinhfeed (Hoquiam) v. Hoquiam Water Company. Meter charges. Closed.

No. 1961. Jay W. Fancy & Company (Spokane) v. Washington Water Power Company. Electric rates. Transferred to formal hearing.

No. 1962. Spokane Merchants' Association (Spokane) v. Great Northern Railway Company. Excessive rate. Pending.

No. 1963. Geo. E. Lee et al. v. Camas Prairie Railway Company. Side track. Transferred to formal hearing.

No. 1964. Appleton Growers' Commercial Club (Lyle) v. Lyle Telephone Company. Service. Pending.

No. 1965. W. F. Hepperstall (Seattle) v. Pacific Telephone & Telegraph Company. Installation of telephone. Closed.

No. 1966. Diamond Ice & Fuel Company (Spokane) v. Washington Water Power Company. Power rate. Closed.

No. 1967. Pleasant Hill Telephone Company (Ostrander) v. Granger Telephone Company. Exchange rates. Pending.

No. 1968. Commission v. Olympia Light & Power Company. Rates. Closed.

No. 1969. State School for Girls (Grand Mound) v. People's Co-operative Telephone Company. Service and charges. Closed.

No. 1970. John A. Wendle (Chewelah) v. Great Northern Railway Company. Poorly constructed cattleguards. Closed.

No. 1971. Alex Polson (Hoquiam) v. Grays Harbor Railway & Light Company. Change of location of track. Closed.

No. 1972. Wm. H. Hassell (North Yakima) v. Yakima Valley Transportation Company. Overcharge on freight shipment. Closed.

No. 1973. Medical Lake Telephone Company (Medical Lake) v. Pacific Telephone & Telegraph Company. Telephone connections. Pending.

No. 1974. J. Brix (Seattle) v. Seattle Lighting Company. Payment of bills in advance. Closed.

No. 1975. E. W. LaBrech (Montesano) v. Water Company. Sprinkling rates. Closed.

No. 1976. Chas. Devlin (Elma) v. Northern Pacific Railway Company. Fencing. Pending.

No. 1977. C. B. Johnston (Milan) v. Great Northern Railway Company. Refund on ticket. Closed.

No. 1978. H. F. Scruby (Seattle) v. Pacific Telephone & Telegraph Company. Cancellation charge. Closed.

No. 1979. F. F. Gerard (Bellingham) v. Pacific Telephone & Telegraph Company. Service installation. Transferred to formal hearing.

No. 1980. Chas. A. Warhanick (Seattle) v. Seattle Lighting Company. Twenty-five cent minimum charge. Pending.

No. 1981. J. Schlump (Seattle) v. Dungeness Wharf Company. Discrimination. Closed.

No. 1982. O. E. Beebe (Bellingham) v. Pacific Telephone & Telegraph Company. Request special services. Pending.

No. 1983. E. G. Will (Seattle) v. Pacific Telephone & Telegraph Company. Special ruling on measured service. Closed.

No. 1984. City Fuel Company (Seattle) v. Northern Pacific Railway Company. Switching accommodations. Transferred to formal hearing.

No. 1985. Mrs. P. A. Oscar (Seattle) v. Seattle Lighting Company. Request for service. Closed.

No. 1986. T. H. Lloyd (Snohomish) v. Great Northern Railway Company. Drinking water at station. Pending.

No. 1987. Inspection Department v. Chicago, Milwaukee & St. Paul Railway Company. Drinking water at Snohomish. Pending.

No. 1988. Bert C. Swanson (Seattle) v. Pacific Telephone & Telegraph Company. Refusal to give service. Closed.

No. 1989. C. R. Patterson (Riverside, Cal.) v. Northern Pacific Railway Company. Lost shipment household goods. Closed.

No. 1990. Western Retail Lumbermen's Association (Spokane) v. Northern Pacific Railway Company. Increased rate on sash, etc. Closed.

No. 1991. Western Retail Lumbermen's Association (Spokane) v. Great Northern Railway Company. Excessive charge. Closed.

No. 1992. Murphy Timber Company (Portland, Ore.) v. Northern Pacific Railway Company. Excessive trainload requirement on lumber. Closed.

No. 1993. E. W. Morris (Trinidad) v. Great Northern Railway Company. Facilities at Trinidad. Closed.

No. 1994. Fair & McMorris (Dayton) v. Railways. Lost shipment grain bags. Closed.

No. 1995. Atlas Lumber Company (Seattle) v. Northern Pacific Railway Company. Excessive switching charge. Closed.

No. 1996. Woodbury Lumber Company (Brewster) v. Great Northern Railway Company. Closing road. Closed.

No. 1997. Gardena Water Users' Association (Touchet), v. Walla Walla Irrigation Company. Water service. Transferred to formal hearing.

No. 1998. A. F. Berrian (Berrian) v. Spokane, Portland & Seattle Railway Company. Fencing. Closed.

No. 1999. Elite Theater (Montesano) v. Northwestern Electric & Water Works. Electric rates. Closed.

No. 2000. John M. Mulligan (Centerville) v. Phone Company. Service. Settled. Closed.

No. 2001. John K. Stewart et al. (Wenatchee) v. Phillip Miller Irrigation Company. Service. Pending.

No. 2002. In re death of L. R. Syewartson on Oregon-Washington Railroad & Navigation Company. Closed.

No. 2003. J. H. Fleming (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2004. G. L. Draper (Bridgeport) v. Bridgeport Development Company. Service. Closed.

No. 2005. Andrew Kennedy (Seattle) v. Oregon-Washington Railroad & Navigation Company. Refund on ticket. Closed.

No. 2006. F. A. LaClercq (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2007. Mrs. A. N. Simpson (Port Orchard) v. Water Company. Water supply. Pending.

No. 2008. S. F. Woody (Bothel) v. Bothel Water Company. Quality of water. Closed. Pending.

No. 2009. State Board of Health (Seattle) v. Beaux Arts Land Company. Quality of water. Closed.

No. 2010. State Board of Health (Seattle) v. Lewiston-Clarkston Improvement Company. Quality of water. Closed.

No. 2011. S. E. Dorisy (Seattle) v. Henry Sicard. Quality of water, Puyallup. Pending.

No. 2012. State Board of Health v. Camas Water Company. Quality of water. Pending.

No. 2013. State Board of Health v. Marcus Power & Water Company. Quality of water. Pending.

No. 2014. Benton Okanogan Apple Company (Tacoma) v. Pleasant Valley Irrigation & Power Company. Service. Transferred to formal hearing.

No. 2015. Chewelah Telephone Company (Chewelah) v. Town of Chewelah. Electric construction. Closed.

No. 2016. B. F. Lester (Yacolt) v. North Clarke County Light & Power Company. Street light service. Closed.

No. 2017. State Board of Health (Seattle) v. Home Power & Water Company. Quality of water, Mount Vernon. Pending.

No. 2018. State Board of Health v. Pacific Power & Light Company. Quality of water, North Yakima. Transferred to formal hearing.

No. 2019. Vashon Maury Island Commercial Club v. Inland Empire Transportation and Trading Company et al. Interchange service. Pending.

No. 2020. Mrs. Edwin Ripley (Seattle) v. Northern Pacific Railway Company. Toilet service. Closed.

No. 2021. Allentown Duwamish Improvement Club v. Northern Pacific Railway Company and Great Northern Railway Company. Crossing. Pending.

No. 2022. John H. Perry (Seattle) v. Seattle Lighting Company. Rendering accounts. Closed.

No. 2023. E. L. Gerry (Seattle) v. Puget Sound Navigation Company. Refund on ticket. Closed.

No. 2027. H. A. Boone (Prescott) v. Prescott City Water System. Rates, etc. Closed.

No. 2028. Adjutant General v. Tacoma Railway & Power Company. Service, etc. Closed.

No. 2029. A. I. Ellsworth (Seattle) v. Kitsap County Transportation Company. Insufficient service. Closed.

No. 2030. Little Spokane Light & Power Company (Deer Park) v. Spokane Lumber Company. Closing dam. Closed.

No. 2031. Miss Anna Dick (Portland, Ore.) v. Northern Pacific Railway Company. Refund. Closed.

No. 2032. Geo. H. Cecil (Chelan) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2033. Wm. Irvine (Aberdeen) v. City of Aberdeen Water Company. Excessive charge. Closed.

No. 2034. Miles C. Moore (Walla Walla) v. Railways. Reduced rates east. Closed.

No. 2035. D. E. Brooks (Colby) v. Port Orchard Beach Improvement Club. Shipping receipts. Closed.

No. 2036. Paul Simpson (Spokane) v. Spokane & Inland Empire Railway Company. Condition of spur. Closed.

No. 2037. J. W. Lockhart (St. John) v. Oregon-Washington Railroad & Navigation Company. Loss of grain bags. Closed.

No. 2038. Far Brothers (Camas) v. Spokane, Portland & Seattle Railway Company. Lost shipment drygoods. Closed.

No. 2039. Mrs. D. A. Morrison (Riverton) v. Riverton Water Works. Service. Pending.

No. 2040. E. Alexander (Okanogan) v. Spring Coulee Ditch. Irrigation service. Closed.

No. 2041. Re death brakeman H. S. Mase on Northern Pacific at Winlock. Closed.

No. 2042. Lindstrom Handforth Lumber Company (————) v. Northern Pacific Railway Company. Overcharge on cordwood. Transferred to formal hearing.

No. 2043. David C. Smith (Berlin) v. Great Northern Railway Company. Excessive passenger fares. Closed.

No. 2044. Satsop Co-operative Cheese Factory (Satsop) v. Northern Pacific Railway Company. Rate on cheese. Pending.

No. 2055. E. E. Bentley (White Salmon) v. Northwestern Electric Company. Service. Pending.

No. 2056. M. F. Smith (Hoquiam) v. Hoquiam Water Company. Rates. Pending.

No. 2057. Mrs. R. W. Parsons (Tacoma) v. Tacoma Gas Company. Meter rates. Closed.

No. 2058. Brotherhood Railroad Trainmen (Spokane) v. Northern Pacific Railway Company. Violation full crew law. Closed.

No. 2059. F. M. Dougherty (North Yakima) v. Pacific Power & Light Company. Service. Closed.

No. 2060. A. R. Titlow (Tacoma) v. Northern Pacific Railway Company and Union Pacific Railway Company. Crossing protection. Closed.

No. 2061. E. N. Hutchinson (Blaine) v. Great Northern Railway Company. Livestock facilities. Pending.

No. 2062. L. E. Danes (Lynden) v. Northern Pacific Railway Company. Excessive freight rate. Closed.

No. 2063. Entiat Fruit Growers' League v. Great Northern Railway Company. Overcharge. Closed.

No. 2064. Washington Paving Company (Tacoma) v. Northern Pacific Railway Company. Wharf overcharge. Transferred to formal hearing.

No. 2065. Everett Box & Manufacturing Company (Everett) v. Northern Pacific Railway Company. Switching charge. Pending.

No. 2066. N. C. Shaver (Echo) v. Echo Valley & Colville Telephone Company. Service. Pending.

No. 2067. Chas. W. Allen (North Yakima) v. Yakima Valley Transportation Company. Excessive freight rate. Closed.

No. 2068. Northern Clay Company (Auburn) v. Great Northern Railway Company. Overcharge terra cotta. Closed.

No. 2069. W. S. Lewis (Spokane) v. Pacific Telephone & Telegraph Company. Overcharge. Pending.

No. 2070. W. D. Gunkel (Waterville) v. Great Northern Railway Company. Auto at station. Pending.

No. 2071. Rebecca Lantz Muir (Spokane) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2072. E. L. Meeker (Olympia) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2073. Stearn Lumber & Shingle Company (Stearnsville) v. Northern Pacific Railway Company. Excessive switching rate. Pending.

No. 2074. M. S. Rubens (Spokane) v. Pacific Telephone & Telegraph Company. Charges. Closed.

No. 2075. T. J. Polley (Bellingham) v. Pacific Telephone & Telegraph Company. Refund. Pending.

No. 2076. Mary Collins (Leavenworth) v. Telephone Company. Service. Closed.

No. 2077. C. E. Grove (Spokane) v. Pacific Telephone & Telegraph Company. Name in directory. Closed.

No. 2078. Seattle Port Commission (Seattle). Protest warehouse bond. Closed.

No. 2079. Yakima County Commissioners v. Railways. Rates on gravel. Closed.

No. 2080. R. A. Hutchinson (Spokane) v. Railways. Free ore haul to college. Closed.

No. 2081. Miss C. D. Williams (Tacoma) v. Sunset Telephone & Telegraph Company. Excessive charges. Closed.

No. 2082. N. L. Ward (Goldendale) v. Great Northern Railway Company. Refund on unused ticket. Closed.

No. 2083. Builders' Supply Company (Everett) v. Northern Pacific Railway Company. Overcharge on wooden gutter pipe. Tariff rates charged. Closed.

No. 2084. John Scow et al. (Spokane) v. Great Northern Railway Company. Refund on excursion ticket. Tariff rates charged. Closed.

No. 2085. Bucoda Coal Company (Bucoda) v. Northern Pacific Railway Company. Overcharge. No formal complaint. Closed.

No. 2086. Railroad Men's Legislative Board (Redmond) v. Railways. Violation full crew laws. Pending.

No. 2087. Arthur Simmons (Milton) v. Puget Sound Electric Railway. Half-fare transfers. Pending.

No. 2088. W. G. Hufford (Stevenson) v. Spokane, Portland & Seattle Railway Company. Passenger service on Goldendale branch. Additional train installed. Closed.

No. 2089. Western Pine Manufacturers' Association (Spokane) v. Pacific Telephone & Telegraph Company. Refusal to make refund. Transferred to formal hearing.

No. 2090. Commercial Club (Almira) v. Northern Pacific Railway Company. Lights for station. Lights installed. Closed.

No. 2091. McKinley Mitchel (Portland, Ore.) v. Spokane, Portland & Seattle Railway Company. Agent at Fishers. Pending.

No. 2092. R. E. Leonard (Walla Walla) v. Pacific Power & Light Company. Deposit. Pending.

No. 2093. Fred W. Clotterham (Spokane) v. Railway. Pass to employee. No jurisdiction. Closed.

No. 2094. Spring Coulee Independent Telephone Company (Okanogan) v. Pacific Telephone & Telegraph Company. Switching rates. Pending.

No. 2095. Far West Clay Company (Tacoma) v. Great Northern Railway Company. Overcharge misrouted shipment. Tariff rate charged. Closed.

No. 2096. Robinson Fisheries Company (Anacortes) v. Great Northern Railway Company. Overcharge. Transferred to formal hearing. Refund made. Closed.

No. 2097. Northwest Trading Company (Seattle) v. Northern Pacific Railway Company. Diversion charge. Transferred to formal hearing.

No. 2098. C. L. Henry (Marshall) v. Northern Pacific Railway Company. Blocking crossing. Conditions remedied. Closed.

No. 2099. Western Retail Lumbermen's Association (Spokane) v. Hewitt Lee Funk Company. Misbilling. Correctly billed. Closed.

No. 2100. G. F. Messer (Aberdeen) v. Pacific Telephone & Telegraph Company. Excessive toll charges. Pending.

No. 2101. Westside Manufacturing Company (Spokane) v. Northern Pacific Railway Company. Spur track. Transferred to formal hearing.

No. 2102. Mrs. O. G. Ellis (Olympia) v. Olympia Gas Company. Deposit. Adjusted and closed.

No. 2103. Commission v. Northern Pacific Railway Company. Violation full crew act. Pending.

No. 2104. In the Matter of Water Supply at Auburn. Investigated. Closed.

No. 2105. In the Matter of the Water Supply at Wilkeson. Investigated. Closed.

No. 2106. In the Matter of the Water Supply at Sumner. Investigated. Closed.

No. 2107. In the Matter of the Water Supply at Orting. Investigated. Closed.

No. 2108. Seattle Construction & Dry Dock Company (Seattle) v. Northern Pacific Railway Company. Challenges reasonableness of Rule 20 in Supplement 8, Western Classification No. 53. Pending.

No. 2109. Western Retail Lumbermen's Association (Spokane) v. Spokane & Inland Empire Railway Company. Misbilling. Correct rate collected. Closed.

No. 2110. Geo. F. Laugelour (Hunters) v. Great Northern Railway Company. To compel construction of branch line. No jurisdiction. Closed.

No. 2111. R. R. Davis (Seattle) v. Seattle Lighting Company. Gas extension. Extension made. Closed.

No. 2112. William E. Chase Engineering Company (Spokane) v. Washington Water Power Company. Service. Transferred to formal hearing.

No. 2113. B. G. Cheney (Montesano) v. Northwest Electric & Water Works. Discrimination. No formal complaint. Closed.

No. 2114. Trueman L. Mitchel (Porter) v. Northern Pacific Railway Company. Damages for stock killed. No jurisdiction. Closed.

No. 2115. Pacific Interstate Commerce Bureau (Seattle) v. Great Northern Railway Company. Overcharge. Closed.

No. 2116. Commercial Club (Port Orchard) v. Dock. Wharfage charges. No formal complaint. Closed.

No. 2117. W. A. Jennings (Dayton) v. Mutual Telephone Company. Service. No jurisdiction. Closed.

No. 2118. B. C. Hastings (Seattle) v. Seattle Lighting Company. Extension of mains. Extension made. Closed.

No. 2119. City Council (Renton) v. Puget Sound Traction, Light & Power Company. Excessive lighting rate minimum. Pending.

No. 2120. Columbia Transportation Company (Seattle) v. Colby Wharf. Discrimination. None disclosed. Closed.

No. 2121. L. R. Phillips (Molson) v. Great Northern Railway Company. Delay in livestock shipment. Conditions remedied. Closed.

No. 2122. F. W. Peabody (Edmonds) v. Edmonds Light & Power Company. Refusal of short time service. Suggested new tariff be filed to cover complaint. Closed.

No. 2123. North Pacific Sea Products Company (Seattle) v. Smith's Cove Oil Dock and Warehouse Company. Discrimination. Tariff rates charged. Closed.

No. 2124. Foss Electric Company (Bremerton) v. Bremerton-Charleston Light & Fuel Company. Service connections. Closed.

No. 2125. Washington Farmers' Co-operative Telephone Association of Mt. Pleasant v. Spokane, Portland & Seattle Railway Company. Overhead wire construction. Parties instructed to observe the law. Closed.

No. 2126. Upper Columbia Steamship Company (Bridgeport) v. Great Northern Railway Company. Extension of spur at Pateros. Pending.

No. 2127. Granger Telephone & Telegraph Company (Kelso) v. Alfred Johnson. Refusal to furnish service. Closed.

No. 2128. Commission v. Spokane, Portland & Seattle Railway Company. Dangerous bridges at Rockwell and Washtucna. Conditions remedied. Closed.

No. 2129. Preston Shaffer Milling Company (Waitsburg) v. Oregon-Washington Railroad & Navigation Company. Switching charges. Pending.

No. 2130. Rev. Seldon Ewing (Timber Valley) v. Lyle Telephone Company. Service. Closed.

No. 2131. Cashmere Apple Company, Inc. (Cashmere) v. Railways. Icing overcharge. Interstate. Closed.

No. 2132. General Mercantile Company (Seattle) v. Oregon-Washington Railroad & Navigation Company. Excessive switching charge. Interstate. Closed.

No. 2133. Commission v. Seattle Lighting Company. Quality of gas. Company having agreed to comply with Commission rules case dismissed.

No. 2134. I. M. Clemens (Seattle) v. Pacific Telephone & Telegraph Company. Responsibility for money lost in telephone box. Ruling made. Closed.

No. 2135. W. D. Gunkel (Waterville) v. Great Northern Railway Company. Refusal to permit auto stage owners soliciting passengers at railway station. Ruling in favor of company. Closed.

No. 2136. Star Machinery Company (Seattle) v. Port Williams Dock. Overcharge. Refund of 29 cents suggested. Closed.

No. 2137. Thompson & Stacy (Tacoma) v. Railways. Excessive rate on soda ash. Pending.

No. 2138. Ernest Woodcock (North Yakima) v. Woodhouse Telephone Company. Discrimination. Pending.

No. 2139. L. P. Unger (Goshen) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2140. City Authorities (Hoquiam) v. Hoquiam Water Works. Manner of laying water mains. Held that jurisdiction is solely with city authorities. Closed.

No. 2141. E. L. Koehler (Aberdeen) v. Pacific Telephone & Telegraph Company. Refund of deposit. Settled and closed.

No. 2142. In the matter of the death of brakeman Harry Mase near Winlock, July 16, 1915. Investigation made. Closed.

No. 2143. P. H. Akrill (Lyle) v. Lyle Telephone Company. Pending.

No. 2144. Dr. O. Edwards (Seattle) v. Seattle Lighting Company. Refund minimum charge. Formal order not retroactive. Closed.

No. 2145. In the Matter of the Death of J. C. Masse and H. E. Morgan, fatally injured by boiler explosion Oct. 20th, 1915, near Leavenworth, on Wenatchee Valley & Northern Railway. Investigation made. Closed.

No. 2146. Malcom Hughes (Seattle) v. Seattle Lighting Company. Discount on payment of bills. Tariff followed. Closed.

No. 2147. Citizens of Sumner v. Pacific Telephone & Telegraph Company. Service. Improvements to plant agreed upon. Closed.

No. 2148. City Authorities (Renton) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2149. W. H. Murray (Withrow) v. Withrow Improvement Company. Discrimination of service. Company ordered to give notice of cut off. Closed.

No. 2150. A. H. Kenyon (Spokane) v. Washington Water Power Company. Lighting rates. Transferred to formal hearing.

No. 2151. R. J. Cameron (Seattle) v. Seattle Lighting Company. Discount. Tariff rates charged. Closed.

No. 2152. Star Steamship Company (Seattle) v. Westside Barge Company. Operating without a tariff. Pending.

No. 2153. Star Steamship Company (Seattle) v. Lillico Transportation Company. Operating without tariff. Pending.

No. 2154. T. E. Baker (Tacoma) v. Pacific Telephone & Telegraph Company. Moving charge. Tariff rate charged. Closed.

No. 2155. John F. Hogan (Seattle) v. Seattle Lighting Company. Deposit charge. Made according to tariff. Closed.

No. 2156. Robert D. Hamlin (Seattle) v. Puget Sound Traction, Light & Power Company. To compel street car extension. No jurisdiction. Closed.

No. 2157. Greenbank Company (Seattle) v. Whidby Telephone Company. Rates. Pending.

No. 2158. J. W. Sherfey (Pomeroy) v. Pacific Power & Light Company. Deposit for electrical service. According to tariff. Closed.

No. 2159. Citizens (Smyrna) v. Chicago, Milwaukee & St. Paul Railway Company. Station and train service. Pending.

No. 2160. Oscar Klocker (Port Townsend) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2161. Frank Terrace (Orillia) v. Seattle Port Commission. Discrimination. No jurisdiction. Closed.

No. 2162. E. P. Moran (Bellevue) v. Westside Barge Company. Operating without a tariff. Pending.

No. 2163. In the Matter of the Death of Frank Brunnelle on Manitou Park street car, Spokane, Nov. 1, 1915. Investigation made. Closed.

No. 2164. In the Matter of the Death of Fred H. Harris, struck by Washington Water Power Company street car at Spokane October 30, 1915. Investigated. Closed.

No. 2165. Geo. F. Land (Seattle) v. Seattle Lighting Company. Extension of gas mains. Pending.

No. 2166. O. E. Sauter (Seattle) v. Seattle Lighting Company. Discount on bills. Tariff rate charged. Closed.

No. 2167. In the matter of the investigation of the water supply of Mount Vernon. Pending.

No. 2168. Petition of Winlock Water Company (Winlock) for ruling on meter charges. Pending.

No. 2169. John Barger (LaCrosse) v. Oregon-Washington Railroad & Navigation Company. Overcharge. Interstate. Closed.

No. 2170. E. L. Hooper (Seattle) v. Navy Yard Route. Discrimination. Pending.

No. 2171. City Officials (Brewster) v. McPherson Bros. Company. Service and rates Brewster Ferry. Pending.

No. 2172. In the Matter of the Investigation of the Wreck on the Great Northern Railway at Interbay, March 31st, 1915. Investigated. Closed.

No. 2173. Burgoust Davies Company (Seattle) v. Northern Pacific Railway Company. Delay delivery of shipments. Promise made of better conditions. Closed.

No. 2174. Twilight Lumber & Fuel Company (Spokane) v. Pacific Telephone & Telegraph Company. Installation charge. See 2188.

No. 2175. Mr. Taylor (Montesano) v. Northern Pacific Railway Company. Refund. Pending.

No. 2176. Puget Sound Navigation Company (Seattle) v. Gas Boat Vamook. Operating without a tariff. Pending.

No. 2177. F. G. Fowler (Spokane) v. Great Northern Express Company. Interstate. Closed.

No. 2178. J. R. Vincent (North Yakima) v. Pacific Telephone & Telegraph Company. Moving charges. Transferred to formal hearing.

No. 2179. D. E. Kelley (Bishop) v. Oregon-Washington Railroad & Navigation Company. Discrimination in refusing to accept shipment. Shipment accepted. Closed.

No. 2180. E. F. Bohonnan (O'Brien) v. Railways. Private crossing. No jurisdiction. Closed.

No. 2181. M. J. Roche (Seattle) v. Pacific Telephone & Telegraph Company. Refund on deposit. Closed.

No. 2182. Harry Shelton (Seattle) v. Pacific Telephone & Telegraph Company. Refund of forfeited deposit. Commission cannot order refund. Closed.

No. 2183. Mrs. W. B. Taylor (Richmond Beach) v. Pacific Telephone & Telegraph Company. Refund of forfeited deposit. Commission cannot order refund. Closed.

No. 2184. Dr. Thos. Tetreau (North Yakima) v. Northern Pacific Railway Company. Unsanitary condition at station. Conditions remedied. Closed.

No. 2185. Commission v. Great Northern Express Company. Overcharge. Tariff rate charged. Closed.

No. 2186. Tucker Hanford Co. (Seattle) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2187. Harry H. James (Seattle) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2188. Twilight Lumber & Fuel Company (Spokane) v. Pacific Telephone & Telegraph Company. Refund. Expired by statute of limitations. Closed.

No. 2189. Gatewood-Fauntleroy Improvement Club (Seattle) v. Puget Sound Traction, Light & Power Company. Service. Pending.

No. 2190. C. S. Goshart (Seattle) v. Pacific Telephone & Telegraph Company. Refund of deposit. Closed.

No. 2191. Mrs. S. B. Hoffer (Echo Lake) v. Everett Interurban Railway. Damage to shipment in transit. No jurisdiction. Closed.

No. 2192. Martin Bros. (Dolphin) v. Great Northern Express Company. Routing of shipment. Pending.

No. 2193. Wadhams & Company (Portland, Ore.) v. Spokane, Portland & Seattle Railway Company. Accommodations at Goodnoe Hills Station. Caretaker appointed. Closed.

No. 2194. Leroy DeLong (Seattle) v. Seattle Lighting Company. Refund. Allowed. Closed.

No. 2195. Henry B. Kessler (Seattle) v. Northern Pacific Railway Company. Private crossing. No jurisdiction. Closed.

No. 2196. Western Pine Manufacturers Association (Spokane) v. Northern Pacific Railway Company. Refund. Settlement made. Closed.

No. 2197. Citizens of Ralston v. Chicago, Milwaukee & St. Paul Railway Company. Night agent at Ralston. Agent installed. Closed.

No. 2198. Washington Paving Company (Seattle) v. Everett Dock and Warehouse Company. Excessive wharfage. Pending.

No. 2199. J. F. Phillips (Saluskin) v. Northern Pacific Railway Company. Overcharge. Disputed claim. No jurisdiction. Closed.

REPORT OF ENGINEERING DEPARTMENT.

OLYMPIA, WASH., Dec. 1, 1915.

to the Public Service Commission of Washington, Olympia, Washington.

GENTLEMEN: Complying with your request of recent date for a report covering the work of your Engineering Department during the fiscal year ending November 30, 1915, the following is offered:

KEY CITY LIGHT AND POWER COMPANY.

The appraisal of the property of this company, which owns and operates the light and gas plants in Port Townsend, Washington, was completed in December, 1914, and the completed report submitted at the hearing held later in the same month.

To the expenditure of \$602.05 during the fiscal year ending November 30, 1914, there was an added expenditure of \$266.03 for the completion of this work.

NORTHERN IDAHO AND MONTANA POWER COMPANY.

This company owns the electric system in Newport, Washington, well as the systems in Newport, Priest River and Sandpoint, Idaho, and the case of Newport, Washington, involved practically the entire plant of the company in the Idaho towns as well. This was especially true with regard to the operating statistics.

An expenditure of \$280.60 was incurred prior to November 30, 1914, and an additional expense of \$615.78 was added in completing the final report for submission in January, 1915.

EVERETT GAS COMPANY.

The electric and gas service of the towns of Snohomish and Monroe furnished by the Everett Gas Company. An appraisal of this company's plant was started prior to November 30, 1914, and an expenditure of \$508.80 incurred up to that date. An additional expenditure of \$827.14 was incurred in bringing this appraisal and investigation to completion in December of 1914.

SEATTLE, RENTON & SOUTHERN RAILWAY.

During the early part of the fiscal year an expenditure of \$207.70 was incurred in securing data supplemental to an appraisal previously made of this property.

SEATTLE JITNEY BUSES.

For the purpose of securing some approximate data for submission to various officials and legislative committees contemplating regulation of this class of service, a hurried check of the situation in Seattle was made. This incurred an expenditure of \$448.91 and resulted in getting the data desired.

PACIFIC POWER AND LIGHT COMPANY.

During the period between April, 1913, and November 30, 1914, an appraisal of the electric properties of the Pacific Power and Light Company in Washington was made. This also included the appraisal of the electric properties of the company in Oregon which were physically connected with the properties in this state. A final report of the value of this property as of June 30, 1913, was submitted at a hearing held for the purpose of arriving at a value for rate making purposes. An expenditure of \$11,541.07 was incurred in making this appraisal and investigation. In preparation for the rate hearing, opening May 6, 1915, in North Yakima, it was necessary to bring this appraisal up to the date of December 31, 1914, and to make an investigation of the operation, revenues and expenses. The report resulting was submitted at this hearing, and the work involved necessitated an expenditure of \$1,717.63. The methods followed in this report were evolved almost wholly by this Commission, notwithstanding the fact that it is practically coincident with a method used by a neighboring commission in a much similar case.

PUGET SOUND TRACTION, LIGHT & POWER COMPANY.

In March, 1915, work was started on the appraisal of the properties of this company which serve the city of Seattle and immediate vicinity. While it was the primary purpose of this investigation to arrive at a valuation of the street railway system, it was found necessary to make a complete appraisal of the entire system of the company, because of the fact that the railway system, and the light and power system, make a common use of the various generating and transmission units supplying the energy. In addition to this there was also the single management.

The Commission was fully advised of the magnitude of the undertaking as well as the length of time and the expenditure estimated to be necessary for its completion. Because of the enormous expense involved in attempting to carry on three appraisals of so great magnitude at the same time, it was deemed advisable to discontinue this work temporarily, and complying with instructions issued, this appraisal and investigation was discontinued September 30, 1915, to be again resumed following the completion of the Telephone and Water Power cases. The work is approximately fifty-five per cent. complete, and the data secured is available for use when the work is again resumed. An expenditure of \$10,510.67 has been incurred.

PACIFIC TELEPHONE & TELEGRAPH COMPANY.

This case involved an appraisal and investigation of all of the property of the Pacific Telephone & Telegraph Company, both exchange and toll, throughout the state. Because of the area covered and the amount of detail to be listed, such a large field force was required that, at any time in the past, the cost had been considered prohibitive.

The Pacific Telephone & Telegraph Company contemplated an appraisal of their entire property located in California, Oregon, Washington and parts of Idaho and Nevada. It seemed unnecessary to duplicate the expenditure and labor involved in making an inventory. The only difference that could exist between the Commission's and the company's inventory would be due wholly to errors, the existence of physical property being a matter of fact and not an estimate. It was arranged that the company file, with the Commission, a copy of their inventory or listing of the physical property in this state, and that the Commission, by checking in the field, could assure itself that this listing of property was substantially correct. The inventory has been submitted, and checks have been made in the field. Investigation of existing records and accounts have been made by the Commission. In short, this appraisal is being made in the same manner that all appraisals have been made by the Commission, excepting that it did not collect the field data, but by checking has satisfied itself of the accuracy of the inventory submitted.

Some idea of the magnitude of the work is conveyed by the following. The property of the Pacific Telephone & Telegraph Company in the State of Washington, consists of one hundred and twelve exchanges, owned and operated by this company, and toll property in thirty-seven of the thirty-nine counties of the state. In addition to the above, the company owns certain equipment at ninety-seven other points termed "connecting company points," or apparatus located in exchanges with which the Pacific Telephone & Telegraph Company connects, but does not own. There are also nine other points in the State of Washington that are toll stations, but receive service through exchanges that are located outside the state.

Under the method pursued the state has an accurate inventory of the physical property, and in order to appreciate the saving that has been effected, it has been ascertained that the telephone company has expended upon this inventory and the appraisal, up to the first of December of this year, approximately \$175,000.00. Probably \$80,000.00 or more of this expenditure, has been incurred in making the field inventory and compiling the data as submitted to the Commission. The fact that the company was unable to meet the prearranged schedule, necessitated more time and a greater expenditure, on the part of this department, than was anticipated in a report submitted early in the year. However, the expenditure to date is \$18,118.39, consequently, even with the additional expense necessary to bring the work to completion on or before January 31, 1916, it can readily be seen that there has resulted a very material saving to the state.

THE WASHINGTON WATER POWER COMPANY.

The appraisal and investigation of the properties of this company was begun in the latter part of March, 1915. This involves all their property in Washington and their Idaho property as well, since the property in the two states is physically connected.

This company supplies street railway service to Spokane, and interurban service between Medical Lake and Cheney, and Spokane. It also supplies electrical energy to thirty-five towns located in ten counties in the eastern and southeastern part of this state, and to approximately half that number of towns in the counties of Latah, Shoshone, Kootenai and Bonner in Idaho.

Because of the interest that the State of Idaho has in an appraisal of this property, through arrangements made between the Public Utilities Commission of the State of Idaho and yourselves, the Idaho Commission rendered valuable assistance, particularly in the appointing of a most capable engineer in the person of Mr. W. G. Swendsen of Boise, to represent them. They also furnished their chief accountant, Mr. H. H. Miller, for a good portion of the time, as well as an additional assistant engineer.

A complete inventory of this entire property has been made, the field work having been completed during the past month, and the completed report should be furnished to the Commission about March 31, 1916. The cost of the work to date, exclusive of real estate appraisals, has been \$16,163.83. The cost of the completed work will very closely approximate the original estimate, and it now appears that the cost per thousand of making this appraisal will fall materially below the average cost of previous appraisals. While this is in part due to the size of the property, credit is also due to the assistant engineers and accountants actively engaged upon the work.

HANFORD IRRIGATION CASE.

A complaint being filed against the Black Rock Power and Irrigation Company, the Consumers Ditch Company and the Agathon Land Company, particularly with reference to irrigation rates in what is known as the Hanford District, necessitated an appraisal and investigation of the property involved in supplying the service. Portions of the property were appraised at the time of the appraisal of the Pacific Power and Light Company property. These are being checked over and brought up to date, together with the remaining property, in a report which should be ready for submission to the Commission shortly after the first of the year.

MISCELLANEOUS.

Throughout the year numerous minor investigations and reports have been made, either directly to the Commission by employees in this department, or by other departments with their assistance, among which might be mentioned the following cases:

Grays Harbor Railway, Light and Power Company,
Dungeness Wharf,
Everett Railway, Light and Water Company,
Bellingham Meter Investigation,
Tacoma Railway and Power Company,

Vancouver Water Pressure Investigation,
Riverton Water Company,
Miller Ditch Investigation,
Telephone Deposit,
Puget Sound Eastern Railway Crossing, Duwamish,
Hanford-White Bluffs Telephone.

The engineering work in connection with Grade Crossings has not been under the direction of this department; this is also true of various work in connection with the Service Department, which reported to the Commission direct, consequently no other reference has been made to this work.

The expense incurred in maintaining this department during the past year has exceeded in total that of any recent year, but it should be remembered that any one of three cases, which have been under way practically throughout the year, exceeds in magnitude and in the number of people vitally interested, the total of all cases of any previous biennium, excluding only the railway appraisals. Taking this into consideration, the expenditure has been surprisingly small.

Respectfully submitted,

T. E. PHIPPS,
Chief Engineer.

**DISPOSITION OF CASES DECIDED AND STATUS OF
PENDING CASES AFFECTING GRAIN AND HAY
DEPARTMENT AND WAREHOUSE
COMPANIES.**

No. 1936.

IN THE MATTER OF FIXING STANDARD GRADES FOR GRAIN AND HAY.

Changes in standard grades and in rules and regulations for inspection and weighing and governing warehouses were proposed by the Commission. Hearings were had to receive objections, if any, and the amended grades, rules and regulations were ordered. As these have been printed in pamphlet form, and may be secured free from the Grain Department, Tacoma, they are not here printed.

Vancouver Water Pressure Investigation,
Riverton Water Company,
Miller Ditch Investigation,
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should be made in the grading of grain and hay. These meetings were very well attended by the grain men of the state, and a few minor changes and additions were made. The new grades and differentials which were fixed, governing hay, seem to have served the purpose for which they were intended, as very few complaints have been lodged against the work in the hay department since the work has been performed under the new rules and grades. We feel that the new rules, while not all we proposed was granted, and not all the protests made by the terminal dealers were allowed, will enable the hay inspection to render more nearly exact justice to both parties than was possible under the former rules. If we can render justice to all interested parties, then our mission shall have been accomplished and we shall not be greatly concerned with reference to any other phase of the question.

The new grades for Northern Spring and Hard Winter, adopted by the Public Service Commission, to apply to grain reaching this market from Montana and Dakota, have resulted most satisfactorily to both buyer and seller of these wheats. It has made trade more easy and more uniform between the coast and Minneapolis dealers on shipments to the coast—just the one thing it was thought would result.

A rule was provided by the Public Service Commission by which smut discounts would be determined by the use of a laboratory scouring machine instead of the comparative test as formerly in use. It was also provided that the discount by reason of smut content would be designated by percentage instead of by degrees, as formerly. Very little confusion resulted by reason of this change. Rubber stamps were prepared, and on each certificate was stamped, in red ink "Smut is designated in percentage and not in degrees. The number in the smut column is the percentage of discount." This practice was continued until the trade became thoroughly familiar with the change, thus materially assisting in avoiding confusion which might have followed.

The installation of scouring machines to determine the discount by reason of smut placed the department in a position to eliminate guessing. We are now in a position to determine just how much the smut will weigh with nearly as much exactness as we can determine the weight of five sacks of wheat. We spent several months testing the machines before finally adopting them for universal use, and we are very much pleased to report they have met every test with complete satisfaction, and when we now place a discount for smut we feel just as sure of its correctness as we do of the correctness of weights ascertained by our weighers. The element of human error still remains in both, but no greater in one than in the other, and is just as easy to detect and correct in one as in the other.

The few changes made by your honorable body in grades for grain, and in the rules governing our work, have proved practical and beneficial.

Permit me to suggest that the department is now compiling more complete statistics with reference to grades, discounts, etc., of grain

and hay coming under its jurisdiction than have ever been attempted in the past, and we are making this report brief for the reason that the work has not progressed far enough to be incorporated in this.

In conclusion I want to thank the Public Service Commission, the various Chief Deputies, Chief Clerk, and deputy inspectors for their splendid co-operation, without which the results of the year would not have been nearly so satisfactory.

Very respectfully submitted,

R. D. JARBOE,
Chief Grain Inspector.

TACOMA, WASH., Dec. 9, 1915.

By the following tabulations of reports received from public warehouses of receipts of grain from July 1st to November 1st, 1915, it will be seen that 44,501,695 bushels of wheat had been delivered at the latter date. Between November 15, 1914, and June 30, 1915, there were delivered 1,895,613 bushels of wheat and it is reasonable to expect the deliveries from November 1, 1915, to June 30, 1916, the time of making final report of receipts, will be at least 2,000,000 bushels. In Walla Walla County over 400,000 bushels of wheat were hauled to private warehouses, which is not included in summary indicated below. It will require at least three million bushels for feed and seed and the production west of the Cascade Mountains has not been taken into consideration. This production, together with an amount produced in Okanogan, Kittitas, Yakima and Stevens counties not reported to the Grain Department, will no doubt total half a million bushels.

The total production, therefore, may be figured as follows:

Amount passing through public warehouses.....	43,619,142
Deliveries from Nov. 1, 1915, to Jan. 1, 1916.....	2,000,000
Seed and feed.....	3,000,000
Private warehouses	400,000
West side and other counties not reporting fully....	500,000
Total	49,619,142

The barley crop is over 2,000,000 bushels short of 1914 production and the oat crop about 600,000 bushels short. The comparative statement does not show quite so much deficiency, but when it is known that a bushel of the 1914 crop was figured at 36 pounds and the 1915 crop at 32 pounds, the 600,000 bushels shortage will be more apparent.

Public warehousemen report 30,118,833 bushels of wheat remaining in store November 1. These figures were not compiled last year, but the percentage of wheat in store November 15, 1914, time of making report, was materially smaller both in number of bushels and in percentage of total production.

The 1915 crop has not only proved the largest in volume, but it was of good quality, and was harvested in perfect condition. The moisture content was low, running from 8 to 10 per cent. The average gluten

content will run lower than in former years, owing to the perfect conditions existing during ripening period. Contrasted with the badly damaged condition of the grain crop in almost every other section of the United States, the Washington grain grower has been highly favored in the growing and harvesting of the 1915 crop.

Estimating the Washington production of wheat to be 60 per cent. of the total production of Washington and Oregon and Idaho, the yield for the three states in 1915 was 82,698,570 bushels, the largest by far in the history of the Pacific Northwest.

CROP OF 1915.

REPORT OF GRAIN RECEIVED BY PUBLIC WAREHOUSES FROM JULY 1, 1915, TO NOVEMBER 1, 1915, AND AMOUNT OF WHEAT REMAINING IN STORE ON THE LATTER DATE.

ADAMS COUNTY

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Batum	181,331	.....	.....	78,165
Benge	126,871	2,098	3,395	102,959
Bruce	119,858	.....	.....	79,793
Cunningham	193,262	.....	.....	129,212
Hatton	278,184	.....	.....	155,725
Keystone	243,722	6,061	1,939	155,146
Lind	449,027	.....	200	339,497
Lauer	275,170	.....	.....	163,670
Moody	227,844	.....	.....	188,085
Marcellus	200,000	.....	.....	110,045
Mark	25,415	.....	.....	100
Othello	9,555	.....	.....	6,803
Paha	152,084	.....	.....	118,634
Packard	237,379	.....	.....	158,536
Pizarro	197,133	.....	.....	152,623
Ralston	206,761	.....	.....	214,552
Ritzville	612,194	.....	.....	463,921
Roxboro	62,978	.....	.....	51,636
Schaeffer	82,059	.....	.....	69,000
Schoonover	218,763	.....	.....	77,467
Schragg	213,880	.....	.....	155,984
Tokio	194,636	.....	.....	95,417
Vassar	155,697	.....	.....	82,383
Washtucna	422,047	73	.....	291,323
Waukee	18,396	.....	.....	12,000
Hooper	110,451	576	.....	67,446
Totals.. ..	5,314,628	8,808	5,534	4,470,072

ASOTIN COUNTY

Asotin	543,202	.....	78,352	543,824
Silcott .. .	111,190	18	13,303	111,190
Totals.....	654,392	13	91,655	655,114

COLUMBIA COUNTY

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Alto	246,695	.....	7,110	233,840
Dayton	393,212	17,796	275,923	318,867
Huntsville	137,684	.....	43,465	122,855
Longs	139,775	.....	14,512	115,620
Menoken	93,872	.....	8,994	85,304
Relief	18,723	.....	2,346	18,723
Ronan	67,909	.....	21,130	51,000
Starbuck	139,707	.....	1,777	128,207
Turner	190,812	.....	194,737	139,796
Whetstone	184,355	.....	91,746	158,349
Totals.....	1,612,744	17,796	661,740	1,372,561

CHELAN COUNTY

Wenatchee	139,552	2,295	2,343	135,187
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BENTON COUNTY

Badger	59,202	9,504
Kennewick	26,145	13,000
Klona	18,340	16,580
Prosser	132,582	.....	175	77,994
Biggam	41,445	.....	.....	31,235
Patterson	15,533	.....	.....	13,222
Byron	363,282	.....	.....	274,773
Totals.....	656,529	.....	175	436,308

DOUGLAS COUNTY

Alstown	224,241	19,903	.....	117,432
Appledale	27,150	.....	.....	16,000
Bridgeport	70,066	9,600	.....	47,043
Columbia River	4,150	.....	.....	500
Douglas	237,137	4,977	.....	105,531
Foster Creek	57,512	.....	.....	28,379
Sellers Landing	3,083	.....	.....	3,083
Gordon	15,767	.....	.....	6,782
Mansfield	928,901	4,638	190	337,389
McCues	57,750	300	100	30,000
Rock Island	43,572	.....	.....	29,410
Supplee	242,041	13,145	958	161,245
Touhey	66,100	.....	.....	30,000
Waterville	375,636	6,784	427	283,612
Withrow	659,488	12,337	5,719	444,097
Totals.....	3,012,594	71,684	7,394	1,640,403

FRANKLIN COUNTY

Burr Canyon	36,244	.....	.....	9,481
Connell	134,058	.....	.....	97,489
Curry	49,456	.....	.....	34,221
Dilling	58,724	.....	.....	49,146
Eltopia	47,385	.....	.....	31,625
Emery	47,403	.....	.....	43,067
Estes	39,452	.....	.....	29,831
Kahlotus	183,757	.....	.....	147,939

FRANKLIN COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Levey	22,509	.....	.....	14,214
McAdams	104,837	.....	.....	93,935
Mesa	65,739	.....	.....	46,075
Snake River Junction..	46,413	.....	.....	28,171
Sulphur	69,115	.....	.....	50,829
Windust	8,672	.....	.....	6,820
Ringold	3,676	.....	.....	3,676
Totals.....	917,440	.....	.....	640,444

GARFIELD COUNTY

Central Ferry	35,283	.....	14,951	35,283
Chard	11,280	.....	9,052	8,000
Dodge Siding	36,708	.....	7,411	4,586
Houser	28,000	.....	4,760	25,850
Illa	128,628	.....	43,175	117,479
Judkins Landing	149,906	.....	77,073	68,140
Mayview	126,916	536	105,535	146,916
Pomeroy	850,816	1,233	440,938	516,597
Rices Bar	53,343	.....	4,219	53,343
Zumwalt	43,847	.....	41,117	27,818
Totals.....	1,464,727	1,760	748,231	1,004,012

GRANT COUNTY

Bacon	18,635	.....	.....	4,850
Coulee City	550,379	.....	.....	161,273
Ephrata	189,521	3,000	300	86,182
Forreys Spur	55,000	.....	.....	20,000
Hartline	640,275	3,211	2,122	365,879
Hanson	210,154	145	498	125,000
Krupp	344,509	.....	.....	231,829
Quincy	190,506	.....	270	102,545
Ruff	418,772	341	.....	192,210
Seller	23,914	.....	914	11,401
Trinidad	20,350	.....	.....	10,350
Warden	166,080	.....	.....	64,850
Wheeler	164,131	.....	1,631	71,815
Wilson Creek	177,082	1,200	.....	111,050
Totals.....	3,169,308	7,897	5,735	1,559,234

KLICKITAT COUNTY

Alderdale	32,636	204	.....	28,521
Centreville	160,646	460	3,452	67,142
Goldendale	261,753	542	2,553	178,431
Lyle	53,717	.....	94	44,272
Roosevelt	157,590	.....	6,200	136,290
Sundale	53,600	.....	.....	42,100
Warwick	55,716	.....	231	43,424
Towal	24,565	.....	.....	8,432
Totals.....	800,223	1,206	12,530	548,612

LINCOLN COUNTY

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Almira	472,171	506	2,580	246,854
Bluestem	838,674	1,847	4,795	291,134
Canby	123,266	.....	3,870	84,209
Creston	456,125	5,000	14,495	240,889
Davenport	550,564	1,868	6,276	335,755
Denneys	119,018	2,670	9,538	111,234
Downs	142,772	.....	130	78,965
Edwall	377,865	4,255	40,791	274,652
Fellows	28,262	.....	899	28,263
Gravell	146,632	998	2,395	130,752
Govan	483,300	263	1,507	357,736
Harrington	992,063	1,450	6,186	727,782
Irby	251,211	169	330	132,323
Lamona	108,202	.....	260	77,849
Mohler	499,236	.....	1,730	364,274
Mondovi	279,357	2,398	3,306	231,817
Nemo	71,345	.....	.....	11,199
Omans	230,007	555	370	195,231
Odessa	393,239	260	423	303,899
Reardan	570,514	14,856	13,476	344,783
Rocklyn	133,170	.....	1,550	91,700
Sprague	479,294	2,012	8,435	413,356
Waukon	246,716	14,510	42,431	162,870
Wilbur	740,944	5,617	1,956	489,410
Totals.....	8,233,947	58,228	167,729	5,726,936

OKANOGAN COUNTY

Brewster	11,500	.....	.....	4,400
Chesaw	3,881	323	.....	1,568
Molson	78,485	33,671	7,807	5,549
Oroville	44	.....	.....	44
Riverside	5,550	2,810	851	230
Tonasket	46,486	2,050	790	11,309
Mynaster Spur	3,200	800	.....	2,000
Totals.....	149,146	39,654	9,448	25,100

SPOKANE COUNTY

Amber	15,797	.....	.....	10,445
Cheney	121,191	25,562	4,225	100,635
Coey	7,600	7,200	.....	3,700
Espanola	113,650	10,993	2,650	74,050
Fairfield	282,996	314,364	2,048	227,355
Elite	262,085	13,377	5,303	215,865
Jefferson	34,189	21,015	.....	29,135
Latah	118,567	131,943	1,810	50,500
Medical Lake	27,491	6,455	206	11,955
Mt. Hope	76,511	64,829	.....	42,670
North Pine	63,441	32,422	698	45,696
Plaza	179,319	194,191	2,587	149,867
Rockford	118,109	153,603	.....	32,944
Rodna	107,226	8,527	28,494	75,679
Spangle	246,125	151,814	2,792	170,052

SPOKANE COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Spring Valley	107,144	58,742	3,968	57,526
Tyler	27,385	8,000	3,161	24,631
Waverly	46,411	61,980	.....	23,411
Totals.....	1,955,239	1,265,017	57,942	1,346,114

WALLA WALLA COUNTY

Ayers	8,971	.....	.....	5,508
Berryman	91,700	.....	1,553	83,359
Bolles Junction	146,864	.....	15,437	137,855
Climax	25,332	.....	.....	22,842
Clyde	267,283	.....	.....	238,429
Coppel	190,426	5,981	24,576	175,064
Dixie	60,802	3,485	12,751	56,015
Dry Creek	85,288	.....	.....	67,036
Eastman	35,164	.....	8,980	37,760
Elwood	50,047	.....	.....	36,777
Ennis	53,451	.....	.....	57,216
Eureka junction	67,784	.....	.....	63,577
Hadley	179,892	.....	3,827	132,777
Harberts	61,012	.....	8,250	49,636
Lamar	64,017	.....	.....	66,353
Lowdeb	76,770	.....	.....	64,956
Mathews	37,930	.....	.....	34,791
Minnick	79,083	13,800	12,280	77,481
Moore	61,238	.....	.....	61,238
Page	33,972	.....	.....	29,172
Pedigo	35,382	.....	.....	12,930
Paddock	73,404	.....	.....	40,831
Pleasant View	372,060	.....	.....	261,849
Prescott	539,914	.....	67,460	506,289
Reeser	54,332	.....	.....	54,332
Rifle	33,377	.....	.....	26,907
Rulo	121,756	.....	.....	109,151
Russell Siding	83,233	.....	.....	51,475
Sapolil	165,570	.....	3,847	154,905
Shaw	69,419	.....	.....	69,419
Simmons	50,515	.....	.....	45,165
Sudbury	51,840	.....	7,006	40,571
Spring	42,126	.....	600	40,826
Theil	149,527	.....	2,520	122,111
Touchet	31,268	.....	110	29,402
Tracy	119,584	.....	12,235	118,287
Valley Grove	154,323	.....	4,400	141,986
Walla Walla	258,221	.....	32,328	204,671
Waitsburg	193,871	2,446	50,519	144,858
Welland	54,253	.....	1,025	36,428
Whitman	48,182	.....	.....	46,035
Walla Walla River.....	20,172	.....	2,106	17,300
Wallula	34,780	.....	.....	34,780
Totals.....	4,434,135	25,712	272,710	3,808,330

WHITMAN COUNTY

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Albion	179,741	71,490	7,790	114,799
Almota	274,224	15,400	10,703	211,817
Armstrong	82,267	23,202	1,257	59,633
Balder	71,383	977	.....	41,704
Belmont	58,065	79,000	.....	35,500
Blackwell	76,942	19,641	.....	60,876
Busbey	117,138	38,105	44,568	88,055
Canyon	101,723	.....	.....	60,591
Cashup	237,450	99,469	.....	138,997
Castleton	57,497	.....	.....	7,073
Cedar Creek	14,180	18,300	.....	4,670
Chambers	168,413	107,667	72,605	95,181
Colfax	137,098	63,482	9,221	103,129
Colton	219,058	55,110	89,672	184,192
Coman	47,721	9,742	.....	38,453
Crabtree	105,205	67,281	.....	52,634
Diamond	264,546	17,217	9,608	208,336
Donahue	49,109	31,588	.....	28,827
Eden	26,146	24,650	.....	19,570
Elberton	90,825	36,477	527	34,822
Endicott	516,756	500	2,792	384,161
Ewan	264,099	600	8,342	139,612
Fallons	142,713	56,965	4,392	136,405
Fairbanks	85,608	42,198	.....	64,476
Farmington	146,872	131,133	.....	80,270
Fletcher	61,979	6,328	1,915	43,480
Garfield	94,199	90,346	317	51,969
Geary	32,790	11,375	.....	4,743
Glenwood	162,619	61,958	4,663	114,085
Gravel Pit	32,218	.....	.....	21,917
Grinnell	91,410	86,127	.....	65,754
Hay	327,035	120	50	221,758
Hooper	110,451	195	.....	67,446
Interior	141,827	23,861	27,594	90,915
Jerita	138,880	.....	.....	125,852
Johnson	105,872	73,663	35,128	86,806
Juno	49,866	7,101	.....	40,115
Kenova	110,643	11,736	9,707	70,395
Kitzmiller	74,670	29,929	7,022	58,238
Ladow	19,194	27,144	.....	16,140
Lamont	263,410	.....	11,932	154,600
LaCrosse	390,307	.....	.....	316,550
LaVista	882,062	41,955	30,317	72,410
Lone Pine	34,063	60,881	.....	24,798
Hayfield	21,249	19,456	.....	5,957
Swan	28,138	10,366	2,296	25,035
Tilma	67,100	89,100	2,407	30,540
Longwill	15,323	5,219	.....	10,783
Malden	96,700	10,764	1,410	80,300
Manning	54,329	15,538	383	38,313
McCoys	85,380	54,613	.....	64,916
Mockonema	393,581	29,420	83,684	278,564
Oakesdale	210,195	198,103	446	140,287
Pallsade	41,339	2,056	868	30,259
Palouse	272,011	188,177	.....	199,397
Pandora	33,561	5,460	.....	20,111

WHITMAN COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Wheat on Hand.
Pampa	192,816	.....	.....	158,087
Parvin	48,166	61,421	1,673	35,000
Penewawa	139,400	.....	12,900	97,900
Pine City	119,178	15,381	12,922	86,754
Pullman	203,118	102,220	39,665	139,120
Ringo	20,364	14,420	618	13,237
Revere	188,053	.....	4,251	138,591
Rosalia	55,171	29,328	969	27,273
Rysbeck	36,226	3,297	154	24,955
St. John	287,858	35,098	6,152	170,229
Seltice	91,498	77,293	.....	62,010
Sunset	143,375	38,636	1,515	132,375
Shawnee	77,985	28,397	4,300	60,859
Sunshine	32,624	12,722	.....	22,954
Seabury	31,540	26,013	.....	29,214
Sokulk	31,363	21,065	.....	28,272
Squaw Canyon	43,845	21,695	5,132	28,926
Staley	48,780	20,743	1,648	35,002
Steptoe	225,179	72,998	1,340	104,066
Stoneham	67,749	18,350	.....	52,479
Stoner Siding	134,337	25,966	.....	112,730
Tekoa	180,561	283,331	3,733	124,286
Thera	197,698	3,473	.....	95,945
Thornton	176,484	68,219	1,259	124,581
Uniontown	290,451	96,202	80,441	238,905
Walters	66,350	46,860	.....	21,585
Warner	79,124	56,606	.....	66,478
Whelan	78,125	67,249	473	73,138
Willada	197,572	.....	.....	137,489
Winona	189,164	.....	40,527	157,218
Wawawai	141,827	23,826	27,588	83,271
Totals.....	11,055,581	3,442,475	688,876	7,698,373

YAKIMA COUNTY

Alfalfa	6,283	7,285	1,600	6,283
Byron	34,639	.....	.....	26,690
Mabton	86,905	5,371	274	33,396
Toppenish	8,417	4,314	1,312	2,150
Wapato	1,561	935	.....	709
Totals.....	137,805	17,905	3,186	69,228

REPORT OF GRAIN BY PUBLIC WAREHOUSES FOR YEAR
ENDING JUNE 30, 1915, BEING 1914 PRODUCTION.

ADAMS COUNTY

Station—	Wheat.	Oats.	Barley.	Rye.
Benge	89,445	1,092	4,168	74
Bruce	64,982	.....	.....	2,940
Batum	119,528	.....	.....	.....
Cunningham	189,657	.....	.....	4,500
Hatton	348,338	.....	.....	.....
Keystone	207,282	1,641	3,391	.....
Lind	423,143	.....	.....	753

ADAMS COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Rye.
Lauer	161,686	.....	.....	.....
Lantz Siding .....	.....	.....	.....	.....
Moody	165,248	.....	.....	.....
Marcellus	177,652	.....	.....	.....
Othello	17,874	.....	.....	132
Paha	99,417	.....	.....	.....
Pizarro	190,376	.....	.....	.....
Packard	226,520	.....	.....	.....
Ralston	250,138	.....	.....	.....
Ritzville	425,823	.....	2,611	.....
Roxboro	63,991	.....	.....	712
Shaffer	19,229	.....	.....	.....
Schoonover	279,811	.....	.....	.....
Schragg	140,272	.....	.....	.....
Tokio	140,086	3,062	950	.....
Vassar	112,955	.....	.....	.....
Washtucna	332,268	.....	.....	.....
Totals.....	4,245,671	5,795	11,120	9,111

ASOTIN COUNTY

Asotin	313,039	.....	32,270	.....
Silcott	76,151	.....	9,308	.....
Totals.....	389,190	.....	41,578	.....

BENTON COUNTY

Badger	50,635	.....	.....	.....
Kiona	89,098	.....	.....	.....
Patterson	44,491	.....	.....	.....
Prosser	135,048	5,884
Totals.....	319,272	5,884

CHELAN COUNTY

Wenatchee	127,849	17,786	10,125
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COLUMBIA COUNTY

Alto	252,574	49,482
Dayton	233,387	15,707	527,972
Huntsville	87,034	123,180
Longs	91,050	.....	76,935	.....
Menoken	120,777	.....	12,495	.....
Relief	25,502	.....	25,325	.....
Ronan	25,986	.....	67,000	.....
Starbuck	145,646	.....	26,540	.....
Turner	78,568	.....	312,952	.....
Whetstone	138,652	.....	223,880	.....
Totals.....	1,199,176	15,707	1,445,761	.....

DOUGLAS COUNTY

Station—	Wheat.	Oats.	Barley.	Rye.
Alstown	137,136	23,453	556	.....
Appledale	36,300	.....	.....	.....
Bridgeport	65,827	.....	.....	.....
Douglas	190,364	15,826	1,002	.....
Mansfield	646,331	17,536	4,977	.....
McCues	48,270	2,400	700	.....
Rock Island	33,777	.....	.....	.....
Supplee	192,252	15,313	3,417	.....
Touhey	42,394	3,455	2,518	.....
Waterville	242,243	10,127	6,035	.....
Withrow	623,123	47,210	18,793	.....
Totals.....	2,258,017	135,320	37,998	.....

FRANKLIN COUNTY

Burr Canyon	45,835	.....	.....	.....
Connell	202,429	.....	.....	1,242
Curry	41,494	.....	.....	.....
Dilling	124,486	.....	.....	.....
Eltopia	131,000	.....	.....	.....
Emery	103,675	.....	.....	.....
Estes	78,606	.....	.....	.....
Kahlotus	190,209	.....	.....	.....
Levey	22,703	.....	.....	.....
McAdams	146,267	.....	.....	.....
Mesa	101,151	.....	.....	674
Snake River Junction..	33,106	.....	.....	.....
Sulphur	50,521	.....	.....	.....
Windust	13,465	.....	.....	.....
Totals.....	1,285,037	.....	.....	1,916

GARFIELD COUNTY

Central Ferry	43,669	.....	14,591	.....
Chard	12,280	.....	9,052	.....
Dodge's Siding	29,127	.....	25,883	.....
Houser	24,000	.....	26,000	.....
Ilia	119,022	.....	91,706	.....
Judkins Landing	70,969	.....	83,200	.....
Mayview	78,109	615	128,994	.....
Pomeroy	473,512	.....	615,166	.....
Zumwalt	28,599	.....	255,454	.....
Rices Bar,	36,522	.....	79,681	.....
Totals.....	915,809	615	1,329,727	.....

GRANT COUNTY

Bacon	7,338	.....	.....	.....
Coulee City	490,918	1,253	.....	2,263
Ephrata	173,537	3,652	1,041	.....
Forreys Spur	41,603	.....	.....	.....
Hartline	479,568	2,882	4,469	1,148
Hanson	183,744	130	160	.....

GRANT COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Rye.
Krupp	262,300	1,425	1,071	.....
Quincy	207,428	416	.....	2,407
Ruff	253,401	.....	.....	.....
Sieler	84,664	.....	.....	1,324
Trinidad	11,880	.....	.....	.....
Warden	110,787	.....	.....	.....
Wheeler	170,685	.....	.....	1,084
Wilson Creek	139,170	.....	.....	340
Totals.....	2,577,023	9,758	6,741	8,566

KLICKITAT COUNTY

Alderdale	48,860	.....	.....	.....
Centreville	157,568	.....	1,080	.....
Lyle	31,241	.....	.....	.....
Roosevelt	145,859	.....	10,023	153
Sundale	85,475	.....	22	.....
Warwick	43,482	.....	29	.....
Totals.....	462,485	.....	11,154	153

LINCOLN COUNTY

Almira	457,719	3,085	7,760	.....
Bluestem	237,021	6,064	8,161	.....
Canby	76,700	.....	13,152	.....
Creston	335,651	10,506	46,876	.....
Davenport	555,382	1,187	13,729	.....
Denny	76,681	3,027	17,656	.....
Downs	62,257	.....	.....	.....
Edwall	250,278	4,050	62,653	.....
Fishtrap	25,222	.....	.....	.....
Fellows	8,240	331	4,057	.....
Gravelles	85,699	232	7,150	.....
Govan	475,126	1,403	7,138	315
Harrington	596,906	9,873	11,986	.....
Irby	187,544	125	.....	.....
Lamona	100,976	.....	.....	.....
Mohler	336,000	494	111	.....
Mondovi	161,148	2,508	2,795	.....
Nemo	45,730	.....	.....	.....
Omans	72,385	205	.....	.....
Odessa	279,689	1,348	106	.....
Reardan	364,237	21,639	23,813	.....
Rocklyn	122,822	550	20	.....
Sprague	382,218	396	9,516	.....
Waukon	147,023	23,972	30,645	.....
Wilbur	705,154	2,302	33,649	.....
Totals.....	6,148,257	92,797	300,973	315

Report of Grain Inspection Department

OKANOGAN COUNTY

Station—	Wheat.	Oats.	Barley.	Rye.
Brewster	5,400	950	1,600	.....
Colson	39,077	25,449	3,142	.....
Diverside	8,730	9,288	825	.....
Totals.....	48,207	35,687	5,367	.....

SPOKANE COUNTY

Beney	94,551	21,895	20,130	.....
Spanola	85,591	21,392	7,850	.....
Airfield	240,845	234,556	4,008	.....
Lite	154,518	10,793	15,348	.....
Jefferson	31,927	18,034	524	.....
Atah	99,165	71,800	827	.....
Medical Lake	16,303	3,983	.....	.....
Ft. Hope	51,595	28,295	.....	.....
North Pine	56,861	33,318	421	.....
Laza	158,207	104,777	1,496	.....
Rockford	84,304	101,213	1,496	.....
Modna	68,250	8,830	21,390	.....
Pangle	194,201	107,951	4,381	.....
Spring Valley	73,404	29,464	.....	.....
Faverly	84,951	53,651	.....	.....
Coey	5,226	792	.....	.....
Tyler	19,368	3,450	9,205	.....
Totals.....	1,518,761	852,194	97,076	.....

WALLA WALLA COUNTY

Berryman	102,266	2,083	.....	.....
Colles Junction	153,495	.....	24,305	.....
Himax	43,901	.....	.....	.....
Hyde	253,958	.....	1,570	.....
Oppel	183,033	6,145	27,387	.....
Hixie	69,645	4,782	31,608	.....
Dry Creek	99,856	.....	3,304	.....
Lastman	22,881	3,261	22,748	.....
Elwood	32,016	.....	.....	.....
Annis	58,731	.....	910	.....
Jureka Junction	47,433	.....	.....	.....
Ladley	143,300	.....	20,420	.....
Harberts	31,069	.....	5,783	.....
Lamar	107,198	.....	11,713	.....
Lowden	78,575	.....	544	.....
Lathews	42,342	.....	.....	.....
Finnick	80,444	12,153	43,294	.....
Moore	57,917	.....	.....	.....
Wage	41,476	.....	.....	.....
Edigo	43,585	.....	711	.....
Addock	42,598	.....	.....	.....
Prescott	644,579	.....	140,777	.....
Esler	40,705	.....	.....	.....
Wille	14,627	.....	.....	.....
Wulo	125,748	.....	.....	.....
Wapoli	167,963	.....	20,408	.....

WALLA WALLA COUNTY—CONTINUED.

Station—	Wheat.	Oats.	Barley.	Rye.
Shaw	80,501	.....	1,042	.....
Simmons	80,407	.....	.....	.....
Sudbury	58,004	.....	.....	.....
Spring Creek	18,090	.....	5,800	.....
Thiel	159,420	.....	1,057	.....
Touchet	41,418	.....	644	536
Tracey	151,961	.....	1,644	.....
Valley Grove	166,544	.....	16,310	.....
Walla Walla	169,863	1,403	32,200	.....
Walker	27,632	.....	.....	.....
Waitsburg	39,563	.....	15,117	.....
Welland	76,662	.....	.....	.....
Whitman	52,858	.....	.....	.....
Walla Walla River.....	37,445	.....	.....	.....
Wallula	30,917	.....	.....	.....
Pleasant View	274,618	.....	58,826	.....
Totals.....	4,146,724	29,827	487,317	657

WHITMAN COUNTY

Albion	140,322	70,170	768	.....
Almota	177,081	15,858	35,979	.....
Armstrong	41,379	18,564	1,660	.....
Balder	47,114	17,622	163	.....
Belmont	47,320	65,250	.....	.....
Blackwell	37,177	35,865	.....	.....
Busby	67,847	41,106	2,166	.....
Canyon	68,400	.....	.....	.....
Cashup	253,385	106,810	.....	.....
Castleton	34,126	.....	.....	.....
Cedar Creek	13,142	21,192	316	.....
Colfax	32,690	14,115	2,707	.....
Colton	130,402	85,301	173,681	.....
Chambers	146,374	104,932	54,754	.....
Coman	22,025	20,975	.....	.....
Croftree	51,851	42,424	.....	.....
Cromond	201,286	8,978	21,395	.....
Diamond	39,221	39,632	.....	.....
Eden	10,256	18,488	.....	.....
Elberton	60,866	61,216	1,983	.....
Endicott	444,897	1,155	13,083	.....
Evan	149,890	6,770	17,129	.....
Fallons	124,931	62,005	84	.....
Fairbanks	38,789	33,590	459	.....
Farmington	52,377	67,498	.....	.....
Fletcher	38,138	32,982	.....	.....
Garfield	85,656	109,432	.....	.....
Gearry	16,757	12,544	.....	.....
Glenwood	129,641	84,725	4,388	.....
Gravel Pit	34,100	.....	.....	.....
Grimmell	44,712	73,915	.....	.....
Hay	186,175	.....	.....	.....
Hayfield	14,980	16,612	.....	.....
Hooper	47,568	.....	.....	.....
Interior	86,200	20,720	54,016	.....

WHITMAN COUNTY—CONTINUED.

<i>Station—</i>	<i>Wheat.</i>	<i>Oats.</i>	<i>Barley.</i>	<i>Rye.</i>
Jerita	171,433	.....	138	.....
Johnson	90,207	78,090	25,793	.....
Juno	64,198	.....	26,387	.....
Kenova	56,352	3,388	28,860	.....
Kitzmillers	67,132	16,795	11,776	.....
Ladow	25,690	17,110	304	.....
Lamont	171,747	.....	42,016	.....
LaCrosse	480,963	78	5,479	.....
Lavista	40,710	214	.....	.....
Leon	60,504	42,283	38,436	.....
Lone Pine	37,117	53,167	.....	.....
Longwell	13,720	20,957	566	.....
Malden	60,821	8,001	6,167	.....
Manning	36,287	18,854	.....	.....
McCoy	46,329	52,899	4,344	.....
Mockonema	340,117	21,686	123,097	.....
Oakesdale	181,046	213,167	2,185	.....
Palisade	33,011	2,481	4,924	.....
Palouse	185,207	148,884	1,222	.....
Pandora	19,665	16,961	.....	.....
Pampa	182,842	.....	901	.....
Parvin	74,009	47,244	1,103	.....
Penewawa	115,456	.....	30,471	.....
Pine City	82,408	11,788	24,862	.....
Pullman	119,966	71,237	59,635	.....
Ringo	19,646	7,961	881	.....
Revere	134,700	.....	7,856	.....
Rosalia	35,293	36,281	1,658	.....
Rysbeck	20,497	10,158	.....	.....
St. John	215,857	51,141	29,560	.....
Seltice	47,298	62,167	17,212	.....
Sunset	91,007	31,181	14,902	.....
Shawnee	50,961	47,578	5,891	.....
Sunshine	20,723	14,748	4,531	.....
Seabury	33,694	15,235	.....	.....
Sokulk	19,909	19,968	.....	.....
Squaw Canyon	30,503	12,126	7,663	.....
Staley	42,104	3,000	.....	.....
Steptoe	158,570	105,910	3,610	.....
Stoneham	31,609	8,727	3,610	.....
Stoner Siding	96,171	119	57,963	.....
Swan	9,249	14,479	1,236	.....
Tekoa	149,071	209,364	10,131	.....
Thera	128,713	56,968	.....	.....
Tilma	18,706	68,217	1,332	.....
Uniontown	175,884	86,156	81,006	.....
Walters	43,726	48,588	.....	.....
Warner	56,290	36,034	.....	.....
Whelan	50,110	39,917	816	.....
Willada	234,549	5,792	2,281	.....
Winona	112,581	2,963	390	.....
Totals.....	7,800,561	3,125,478	1,075,926	.....

YAKIMA COUNTY.

<i>Station—</i>	<i>Wheat.</i>	<i>Oats.</i>	<i>Barley.</i>	<i>Rye.</i>
Alfalfa	4,140	4,742	547	.....
Byron	58,424	.....	.....	.....
Mabton	172,615	996	2,265	11,802
Toppenish	31,020	.....	.....	.....
Wapato	490	1,780	.....	.....
Totals.....	266,689	7,518	2,812	11,802

SUMMARY BY COUNTIES OF GRAIN RECEIVED BY PUBLIC WAREHOUSES FROM JULY 1, 1915, TO NOVEMBER 1, 1915, WITH A COMPARISON OF RECEIPTS FOR YEAR 1914, AS SHOWN BY REPORTS OF JUNE 30, 1915.

COUNTIES	WHEAT		OATS		BARLEY		Wheat On Hand November 1, 1915
	1915	1914	1915	1914	1915	1914	
Adams	5,314,628	4,245,671	8,808	5,706	5,534	12,120	3,470,072
Asotin	654,383	389,190	.....	.....	91,656	41,678	655,114
Benton	650,529	319,272	.....	.....	175	.....	458,308
Columbia	1,612,744	1,199,176	17,736	15,707	661,740	1,445,761	1,372,561
Chelan	189,532	127,849	2,235	17,735	2,543	10,125	135,157
Douglas	3,012,594	2,258,017	71,684	135,320	7,394	57,998	1,640,408
Franklin	917,440	1,235,037	.....	.....	.....	.....	640,444
Garfield	1,464,727	915,800	1,789	615	748,531	1,339,727	1,004,012
Grant	3,169,305	2,577,023	7,307	9,758	5,735	6,741	1,539,234
Kittitas	11,061	2,003	.....	.....	.....	.....	1,700
Klickitat	300,223	492,435	1,205	.....	12,330	11,154	548,612
Lincoln	8,233,947	6,148,257	55,239	92,797	167,729	300,973	5,726,996
Okanogan	149,146	48,207	39,654	35,637	9,443	5,367	25,100
Spokane	1,355,239	1,518,761	1,365,017	838,194	57,942	97,073	1,345,117
Walla Walla	4,484,135	4,146,724	25,712	29,827	272,710	457,517	3,809,380
Whitman	11,055,531	7,800,561	3,442,473	3,125,473	668,676	1,075,966	7,608,373
Yakima	137,316	266,639	17,906	7,159	3,136	2,512	69,223
Totals	43,619,142	33,705,725	4,930,436	4,328,432	977,250	4,363,675	30,164,731

GRAIN DEPARTMENT.

TONS OF HAY AND GRAIN INSPECTED DECEMBER 1, 1914, TO NOVEMBER 30, 1915.

MONTH	TACOMA		SEATTLE		SPOKANE		EVERETT		BELLINGHAM		TOTAL	
	Grain Tons	Hay Tons	Grain Tons	Hay Tons	Grain Tons	Hay Tons	Grain Tons	Hay Tons	Grain Tons	Hay Tons	Grain Tons	Hay Tons
1914												
December	22,859	732	33,170	1,343	4,232	1,035	724	337	353	372	60,873	3,899
1915												
January	25,075	773	18,040	1,129	3,239	1,573	761	191	335	213	47,559	3,839
February	26,469	1,911	18,332	1,199	3,476	1,221	235	290	212	393	48,783	4,959
March	21,328	1,474	26,950	501	3,623	1,163	124	214	317	135	52,342	3,542
April	9,702	1,136	11,816	746	2,554	1,222	123	106	323	203	24,533	3,463
May	10,467	820	16,447	539	4,436	1,040	200	155	.....	.....	31,630	2,554
June	11,350	632	15,629	274	2,459	907	172	199	.....	.....	29,610	2,012
July	18,133	453	20,217	533	1,521	777	232	176	.....	.....	40,153	1,939
August	19,703	1,470	26,326	1,540	1,333	1,153	403	299	.....	.....	47,778	4,465
September	45,954	1,333	53,432	2,340	3,605	1,195	303	329	.....	.....	106,944	5,247
October	47,453	1,635	53,432	3,243	4,661	1,332	393	473	.....	.....	110,994	6,793
November	21,121	1,042	53,850	2,307	4,049	1,257	491	330	.....	.....	79,511	4,976
Totals.....	279,173	13,561	355,801	15,749	39,332	13,933	4,334	3,134	1,605	1,351	630,745	47,763

GRAIN DEPARTMENT.

RECEIPTS AND DISBURSEMENTS BY MONTHS FOR THE YEAR ENDING
NOVEMBER 30, 1915.

MONTH	RECEIPTS						
	General	Bellingham	Everett	Spokane	Seattle	Tacoma	Total
1914							
December	\$6 00	\$57 00	\$94 35	\$269 65	\$1,707 70	\$1,240 85	\$3,375 55
1915							
January	6 00	39 90	76 85	261 10	957 80	1,339 30	2,680 95
February		51 80	49 35	255 14	979 08	1,460 45	2,795 77
March	3 00	40 15	33 85	257 59	1,299 30	1,194 81	2,828 70
April		35 90	25 85	219 29	668 90	579 58	1,529 52
May			37 85	207 66	811 65	583 90	1,641 06
June	27 00		33 50	181 79	757 70	648 00	1,647 99
July	418 00		35 55	142 34	1,057 60	889 45	2,537 94
August	206 00		106 45	159 08	1,482 40	1,309 30	3,263 23
September	40 50		113 70	246 51	2,989 80	2,385 60	5,726 11
October	104 40		89 90	271 28	3,122 87	2,574 15	6,162 60
November	74 05		96 65	229 19	2,713 75	1,458 45	4,572 09
Totals..	\$379 95	\$224 75	\$798 85	\$2,700 62	\$18,498 50	\$15,663 84	\$38,761 51
			DISBURSEMENTS				
1914							
December	\$55 16	\$57 00	\$94 20	\$307 55	\$1,588 10	\$1,483 40	\$3,585 41
1915							
January	109 08	40 00	75 00	249 55	1,109 10	1,351 42	2,934 13
February	44 88	55 00	43 00	238 65	1,079 10	1,342 40	2,802 48
March	490 65	47 35	43 35	242 90	1,425 45	1,544 85	3,799 55
April	12 05	35 90	28 00	213 00	963 40	815 62	2,067 97
May	36 22			215 65	958 80	779 73	1,990 40
June	75 67			246 00	808 25	733 41	1,948 33
July	165 75		107 00	219 65	1,013 25	897 25	2,402 90
August	192 24		100 00	221 50	1,183 00	963 11	2,609 85
September	104 01		125 00	226 01	2,237 30	1,776 93	4,469 25
October	86 27		80 00	268 49	2,269 21	1,971 85	4,675 82
November	30 96		100 00	216 60	2,229 00	1,688 90	4,265 46
Totals..	\$1,402 37	\$235 25	\$800 55	\$2,865 55	\$16,898 96	\$15,348 87	\$37,551 55

FINANCIAL SUMMARY.

	Received.	Disbursed.	Excess.
Appropriation of earnings.....	\$38,761 51	\$37,551 55	\$1,209 96
Appropriation—Chief inspector's salary *	4,666 66	2,000 00	2,666 66
Appropriation—Chief deputy's salary.	3,000 00	1,000 00	2,000 00
Appropriation—Chief clerk's salary*..	2,800 00	1,200 00	1,600 00
Appropriation—Office expense	1,000 00	.....	1,000 00
Totals.....	\$50,228 17	\$41,751 55	\$8,476 62

* Includes four months of 1913 appropriation.

REPORT OF SCALE EXPERT.

OLYMPIA, WN., December 1, 1915.

The Public Service Commission of Washington.

GENTLEMEN: I beg to submit herewith my annual report on the inspection of railroad track scales in the State of Washington for the year ending November 1, 1915, together with recommendations:

Using test car W. & O. S. T. No. 1, weighing 60,000 lbs., a complete list of all scales tested, their location and general specification and date of each given, showing greatest variation per section by general average is attached.

Number of scales tested belonging to carriers, 71.

Industrial or private scales tested, 16.

Tested in state of Idaho by request of carriers, 7.

Total number of scales tested, 94.

Seal was removed from 20.

Scales not sealed, 2.

Scales resealed, 10.

Total number of scales in state with seal, 75.

Scales without seal, 12.

Total number of tests made, 123.

Number of scales refitted since last report, 18.

Number of days employed making tests, 213.

Salary and expense making tests, \$1,849.44.

Average cost per test, \$15.00.

Mileage of test car, 6,000 miles.

Station	Number	Cap. Tons	Beam Equip.	Founda- tion	1st Test	2d Test	Variation
COLUMBIA & PUGET SOUND RAILROAD COMPANY							
Seattle	202,636	150	T. R.	Concrete	3- 8-15		15 lbs.
Renton	191,205	100	T. R.	Concrete	3- 9-15		24 lbs.
SPOKANE INTERNATIONAL RAILWAY COMPANY							
Spokane	170,711	100	T. R.	Concrete	4-11-15	5-27-15	264 lbs.-104 lbs.
Eastport I....	170,710	100	T. R.	Concrete	4-26-15		380 lbs.
Gibbs, Ida....	821,334	100	T. R.	Concrete	4-27-15		76 lbs.
PUGET SOUND ELECTRIC RAILWAY COMPANY							
Seattle	170,849	100	T. R.	Wood	10-13-15		32 lbs.
PUGET SOUND TRACTION, LIGHT & POWER COMPANY							
Seattle	191,434	100	T. R.	Concrete	10-14-15		8 lbs.
Renton	199,726	100	T. R.	Concrete	10-14-15		84 lbs.
TACOMA RAILWAY & POWER COMPANY							
Tacoma	179,947	100	Plain	Concrete	6- 2-15		216 lbs.
CENTRALIA EASTERN RAILROAD COMPANY							
Mendota	190,314	100	T. R.	Piling	8-27-15		712 lbs.

Station	Number	Cap. Tons	Beam Equip.	Founda- tion	1st Test	2d Test	Variation
WASHINGTON, IDAHO & MONTANA RAILWAY COMPANY							
Potlatch, I...	158,387	100	T. R.	Concrete	5- 4-15		56 lbs.
GREAT NORTHERN RAILWAY COMPANY							
Northport ...	143,465	80	Plain	Concrete	5-24-15		74 lbs.
Hillyard	E128,500	150	T. R.	Concrete	5-27-15	9-29-15	45 lbs.- 30 lbs.
Leavenworth..	3,628	100	T. R.	Concrete	5-29-15		20 lbs.
Tacoma	190,887	100	T. R.	Piling	5- 1-15		60 lbs.
Interbay	154,746	80	T. R.	Piling	6-24-15	8-16-15	68 lbs.
Delta	3,643	100	T. R.	Concrete	6-25-15		30 lbs.
Burlington ...	158,027	80	Plain	Concrete	8-17-15		24 lbs.
S. Bellingham.	143,179	80	Plain	Wood	8-18-15		108 lbs.
Spokane	201,582	100	T. R.	Concrete	9-22-15		36 lbs.
Seattle	140,336	80	T. R.	Concrete	10-12-15		24 lbs.
SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY							
Vancouver ...	190,298	100	T. R.	Concrete	2-15-15	8-30-15	160 lbs.- 96 lbs.
Fallbridge ...	190,299	100	T. R.	Concrete	5-13-15		4 lbs.
SPOKANE & INLAND EMPIRE RAILWAY COMPANY							
Spokane	170,910	100	T. R.	Concrete	4-28-15		00 lbs.
Palouse	175,272	100	T. R.	Concrete	4-29-15		00 lbs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY							
Seattle	199,698	100	T. R.	Concrete	2-23-15	10-11-15	5 lbs.- 52 lbs.
Van Asselts..	179,965	100	Plain	Concrete	2-24-15		25 lbs.
Cedar Falls ..	204,016	100	T. R.	Concrete	2-28-15		95 lbs.
Everett	204,027	100	T. R.	Concrete	3- 1-15		120 lbs.
Tacoma	206,006	100	T. R.	Concrete	3-18-15	10-20-15	00 lbs.- 52 lbs.
Spokane	E137,786	100	T. R.	Concrete	5-17-15	9-23-15	48 lbs.- 15 lbs.
Bismarck	137,143	80	Plain	Concrete	6- 9-15	8- 5-15	366 lbs.-118 lbs.
McKenna	175,577	80	Plain	Wood	6-10-15		56 lbs.
Elk River, Ida.	E128,541	100	T. R.	Concrete	5- 3-15		60 lbs.
St. Joe, Ida...	170,994	100	Plain	Concrete	5- 5-15		40 lbs.
St. Maries, Ida.	204,004	100	T. R.	Concrete	5- 5-15		58 lbs.
IDAHO & WASHINGTON NORTHERN RAILWAY COMPANY							
Spirit Lake, I.	190,055	100	T. R.	Concrete	5-18-15		36 lbs.
Newport, Wn.	170,911	100	T. R.	Concrete	5-19-15		162 lbs.
BELLINGHAM & NORTHERN RAILWAY COMPANY							
Sumas	600,762	100	T. R.	Concrete	3- 3-15		60 lbs.
Bellingham ..	E35,051	100	T. R.	Piling	3- 4-15		50 lbs.
NORTHERN PACIFIC RAILWAY COMPANY							
Centralia	E36,690	125	T. R.	Concrete	2-16-15	8-27-15	20 lbs.- 41 lbs.
Aberdeen Jct..	E18,043	125	T. R.	Concrete	2-17-15		00 lbs.
Sumas	140,241	100	T. R.	Concrete	2- 3-15		8 lbs.
Bellingham ..	170,809	100	T. R.	Concrete	3- 4-15		20 lbs.
Walla Walla..	143,298	80	Plain	Concrete	4- 6-15	9-14-15	72 lbs.-144 lbs.
N. Yakima....	None	100	T. R.	Concrete	4-19-15	6-14-15	124 lbs.- 20 lbs.
Pasco	205,281	125	T. R.	Concrete	4-21-15		40 lbs.
Cheney	128,635	125	T. R.	Concrete	4-22-15		40 lbs.
Yardley	E35,039	125	T. R.	Concrete	4-23-15	9-27-15	212 lbs.- 70 lbs.
Spokane	158,387	100	T. R.	Concrete	5- 1-15	9-27-15	00 lbs.- 72 lbs.
Tacoma	E55,390	100	T. R.	Concrete	6- 4-15		16 lbs.
Tacoma H. B..	143,489	100	Plain	Concrete	6- 4-15		60 lbs.
So. Tacoma...	3,855	100	T. R.	Concrete	6- 5-15		40 lbs.
Wilkeson	None	100	T. R.	Concrete	6- 7-15		00 lbs.
Fairfax	None	100	Plain	Concrete	6- 7-15		50 lbs.
Burnett	E72,614	100	T. R.	Concrete	6- 8-15		100 lbs.
Ellensburg ...	E43,497	125	T. R.	Concrete	6-15-15		80 lbs.
Cle Elum.....	170,927	100	T. R.	Concrete	6-16-15		36 lbs.
Kanaskat	E137,917	125	T. R.	Concrete	6-17-15		8 lbs.
Auburn No. 1.	E35,045	125	T. R.	Concrete	6-18-15	10-15-15	28 lbs.-104 lbs.
Auburn No. 2	E35,050	125	T. R.	Concrete	6-18-15	10-15-15	116 lbs.- 24 lbs.
Seattle Md. Yd.	190,398	100	T. R.	Concrete	6-19-15	10- 5-15	96 lbs.- 44 lbs.
Seattle 2d Av.	191,423	100	T. R.	Concrete	6-21-15	10- 5-15	124 lbs.- 64 lbs.
Interbay	170,851	100	T. R.	Piling	6-22-15		32 lbs.
Everett	None	100	T. R.	Concrete	6-26-15	8-10-15	116 lbs.- 24 lbs.
Wingate	127,154	100	T. R.	Concrete	8- 7-15		120 lbs.
Snohomish ...	E83,048	125	T. R.	Concrete	8-10-15		52 lbs.
Tacoma H. B..	E231,793	150	T. R.	Concrete	10-18-15		72 lbs.

Station	Number	Cap. Tons	Beam Equip.	Founda- tion	1st Test	2d Test	Variation
THE OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY							
Cosmopolis ...	E18,049	150	T. R.	Piling	2-17-15		48 lbs.
Tacoma	219,521	100	T. R.	Piling	2-20-15	10-19-15	40 lbs.- 93 lbs.
Argo	204,094	150	T. R.	Piling	2-22-15	6-25-15 8-12-15	28-lbs.-130 lbs. 85 lbs.
Seattle	190,950	100	T. R.	Piling	2-22-15	8-13-15	50 lbs.-100 lbs.
Walla Walla..	191,291	100	T. R.	Concrete	4- 5-15	9-14-15	52 lbs.- 50 lbs.
Tekoa	191,292	100	T. R.	Concrete	4- 8-15		54 lbs.
Spokane	190,275	100	T. R.	Concrete	4-14-15	9-18-15	178 lbs.-100 lbs.
No. Yakima...	199,642	150	T. R.	Concrete	4-20-15		30 lbs.
Tono	175,400	100	D. B.	Concrete	8-25-15		51 lbs.
Tono	175,403	100	D. B.	Concrete	8-25-15		68 lbs.
CENTENNIAL MILL COMPANY							
Seattle	135,283	80	Plain	Concrete	8-14-15		22 lbs.
Spokane	143,462.	80	T. R.	Concrete	9-21-15		212 lbs.
SPOKANE FLOUR MILLS							
Spokane	175,600	100	T. R.	Wood	5-22-15	9-21-15	36 lbs.- 88 lbs.
DEMENT BROS. COMPANY							
Walla Walla..	190,356	100	T. R.	Concrete	4- 5-15	9- 5-15	100 lbs.
HAMMOND MILLING COMPANY							
Seattle	143,573	60	T. R.	Concrete	8-23-15	10- 7-15	225 lbs.- 65 lbs.
RITZVILLE FLOURING MILL							
Ritzville	E46,952	100	T. R.	Concrete	9-17-15		100 lbs.
WASHINGTON GRAIN & MILLING COMPANY							
Reardan	E35,043	100	T. R.	Concrete	9-28-15		108 lbs.
WENATCHEE MILLING COMPANY							
Wenatchee ...	190,865	100	T. R.	Concrete	10- 1-15		300 lbs.
PACIFIC COAST STEEL COMPANY							
Seattle	686,553	100	T. R.	Concrete	10- 8-15		52 lbs.
TACOMA SMELTING COMPANY							
Ruston	162,617	100	T. R.	Concrete	8- 2-15		125 lbs.
Ruston	E72,451	150	T. R.	Concrete	8- 2-15	10-22-15	170 lbs.- 20 lbs.
OLYMPIA PORTLAND CEMENT COMPANY							
Bellingham ...	E50,809	100	T. R.	Concrete	8-19-15		36 lbs.
INTERNATIONAL PORTLAND CEMENT COMPANY							
Irvin	E43,503	100	T. R.	Concrete	4-16-15	5-21-15	212 lbs.-156 lbs.
INLAND EMPIRE PAPER COMPANY							
Millwood	196,639	100	T. R.	Concrete	4-16-15		20 lbs.
BLOEDEL-DONOVAN LUMBER COMPANY							
Larsons	E46,946	100	T. R.	Concrete	8-20-15		20 lbs.
SEATTLE BREWING & MALTING COMPANY							
Seattle	191,217	100	T. R.	Concrete	10- 6-15		116 lbs.

- 74 of the 87 scales tested in this state have type register beams.
- 13 of the 87 scales tested in this state have double or plain beams.
- 74 of the 87 scales tested in this state have concrete foundation.
- 4 of the 87 scales tested in this state have wood foundation.
- 9 of the 87 scales tested in this state have piling foundation.
- 18 of the 87 scales tested in this state have steel construction.
- 69 of the 87 scales tested in this state have wood construction.
- 76 of the 87 scales tested in this state have good scale house.
- 11 of the 87 scales tested in this state have no scale house.
- 28 of the 87 scales tested in this state have electric lights.

9 of the 87 scales tested in this state have oil lamps.
54 of the 87 scales tested in this state have no lights.
41 of the 87 scales tested in this state have pipe drainage.
39 of the 87 scales tested in this state have sub drainage.
7 of the 87 scales tested in this state have no drainage.

Scales discontinued:

Northern Pacific Railway, Willapa, Wash.
Great Northern Railway, Blaine, Wash.

New scales installed:

Northern Pacific Railway, South Tacoma, Wash.
Northern Pacific Railway, Tacoma, Wash.
Northern Pacific Railway, Cle Elum, Wash.
Tacoma Smelting Company, Tacoma, Wash.

Repairs to test car, 1915:

During the first part of January, 1915, test car was given general repairs, consisting of some new wheels, changing air line; also, making all safety appliances standard as far as possible. The cost of these repairs was \$176.28, the Public Service Commission of Oregon paying one-half, \$83.14.

Repairs to test car recommended for 1916:

One pair of wheels, repairs to hand brake and connections, also lifting brackets. All to cost about \$75.00, this Commission to pay one-half.

New equipment purchased, 1915:

2 15-ton Norton lifting jacks, \$17.60 each, \$35.20.
4 tons of 50 lb. test weights, \$115.00 a ton, \$460.00.

In concluding this report, I am pleased to state that not a single complaint questioning the weights of any track scale has been filed with the Commission this past year, which would seem to indicate the result of the Commission work was satisfactory. Still there is much work to be done before all scales are up to standard. Some delays have been caused by local scale repair shops not being able to get scales out promptly, and for that reason 12 scales are not sealed. The carriers have given me splendid service in getting the test car over their lines and furnishing help to assist in making all tests.

Respectfully submitted,

GEORGE H. KAISER,
Scale Expert.

STATUS OF CASES IN COURTS.

IN THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON.

Puget Sound Traction, Light and Power Company v. Public Service Commission and W. V. Tanner. No. 1372. Application for injunction restraining the enforcement of an order of the commission requiring through service on that portion of the company's lines known as the Ballard Beach line, the operation of cars on the Alki Point and Fauntleroy Park lines through the city of Seattle, and that sufficient cars be furnished on Alki Point and Fauntleroy Park lines to furnish seats for substantially all persons using same. Enforcement of provision relative to seats enjoined, in other respects injunction denied. Pending on appeal to United States Supreme Court on order denying temporary injunction. Pending in district court for hearing on the merits.

Scott Calhoun and Joseph Parkin, Receivers of the Seattle, Renton and Southern Railway Company v. Public Service Commission, et al., No. 45. No. 1041. Action to restrain enforcement of order establishing franchise rates. (Pending from 1914.) Dismissed.

The Pacific Telephone and Telegraph Company v. Skagit River Telephone Company and Public Service Commission, et al. No. 744. Action to enjoin enforcement of order requiring physical connection. (Pending from 1914.) Pending to await action of state court in case brought to enforce order.

IN THE SUPREME COURT, STATE OF WASHINGTON.

State ex rel. Raymond Light and Water Company v. Public Service Commission. No. 718. Appeal of Willapa Lumber Company, intervener, from judgment of superior court of Thurston county for relator. (Pending from 1914.) Order of Commission sustained.

State ex rel. Public Service Commission v. Skagit River Telephone Company, et al. No. 751. To enforce order of Commission requiring physical connection of telephone lines. Appeal by Commission from judgment of dismissal entered in superior court of Thurston county. (Pending from 1914.) Judgment affirmed. Petition for rehearing granted. To be reargued during January term 1916.

State ex rel. Public Service Commission v. Spokane and Inland Empire Railway Company. No. 896. Appeal from judgment of superior court of Spokane county granting writ of mandamus to compel defendant to file with the Commission a schedule of rates for furnishing and sale of electric power for commercial purposes. (Pending from 1914.) Submitted.

Northern Pacific Railway Company v. Public Service Commission. No. 973. Review of order fixing rates. Appeal from decision of Thurs-

ton county court upholding ruling of Commission. Appeal dismissed on agreement of parties.

State ex rel. Willis and Washington Park Improvement Club v. Public Service Commission and Puget Sound Traction, Light and Power Company. Superior Court Thurston County, No. 5706. No. 1203. To review order of Commission. Dismissed by agreement and rehearing granted by Commission.

State ex rel. Puget Sound Traction, Light and Power Company v. Public Service Commission, et al. No. 708. Appeal from judgment of Thurston county superior court, reversing order of Commission requiring relator to sell four-cent street car tickets on its cars and at substations. (Pending from 1914.) Pending on stipulation to dismiss.

Raymond Lumber Company v. Raymond Light and Water Company and Raymond Water Company; Public Service Commission, Intervener. On appeal from superior court of King county, wherein judgment was entered for plaintiff, setting aside order of Commission demanding termination of discriminating contract. Submitted and ordered re-argued *en banc* at January, 1916, term.

IN THE SUPERIOR COURTS OF WASHINGTON.

State ex rel. Malaga Land Company v. Public Service Commission. Superior Court Thurston County, No. 5570. No. 962. Appeal from order requiring the relator to do certain things in connection with its irrigation system. (Pending from 1914.) Pending.

State ex rel. Kennewick Valley Water Users' Association v. Public Service Commission. Superior Court Benton County, No. 1502. No. 496. To review order of Commission dismissing complaint against Northern Pacific Irrigation Company. (Pending from 1914 on motion to dismiss.) Dismissed on stipulation.

State ex rel. Chicago, Milwaukee and St. Paul Railway Company, Northern Pacific Railway Company, Great Northern Railway Company, Oregon-Washington Railroad and Navigation Company and Spokane, Portland and Seattle Railway Company v. The Public Service Commission ex rel. The Seattle Chamber of Commerce. Superior Court Thurston County, No. 6066. No. 1616. To review order of Commission discontinuing diverting charge. Pending (December 10).

State ex rel. Chicago, Milwaukee and St. Paul Railway Company and Tacoma Eastern Railway Company v. Public Service Commission and Pacific National Lumber Company. Superior Court Thurston County, No. 5980. No. 1643. To review order of Commission directing refund for overcharge. Writ quashed and proceeding dismissed.

State ex rel. Pacific Power and Light Company v. Public Service Commission. Superior Court Yakima County, No. 9818. No. 1262. To review order of Commission determining the valuation of the Pacific Power and Light Company. Pending.

State ex rel. Everett Gas Company v. Public Service Commission. Superior Court Thurston County, No. 5829. No. 1340. Application for suspension of order of Commission fixing rate to be charged by the company in the city of Snohomish. Argued and submitted.

City of Seattle v. Public Service Commission. Superior Court Thurston County, No. 5978. No. 1613. To review order of Commission fixing valuation. Writ quashed. Appeal to supreme court pending on notice given by city.

Key City Light and Power Company v. Public Service Commission. Superior Court Jefferson County, No. 2896. No. 1614. To review order of Commission fixing valuation. Pending on stipulation for change of venue to Thurston county.

State ex rel. Spokane, Portland and Seattle Railway Company v. Public Service Commission, et al. Superior Court Thurston County, No. 6015. No. 1595. Review of order of Commission requiring railways to furnish compartment or drawing room Pullman cars upon payment of regular charge therefor and presentation of one adult ticket. Reversed. Time for appeal not yet expired.

State ex rel. Richmond Beach Telephone and Power Company v. Public Service Commission. Superior Court Thurston County. No. 1523. Review of order of Commission re-establishing rates. Pending.

State ex rel. Chicago, Milwaukee and St. Paul Railway Company v. Public Service Commission—Schlaefel. Superior Court Thurston County. No. 5890. No. 1522. To review order of Commission requiring certain demurrage charges to be refunded to Schlaefel. Pending in superior court of Thurston county.

OPINIONS BY ATTORNEY GENERAL.

No. 645. Commission has no authority to directly approve or disapprove transfers of telephone lines from one company to another, but has authority to determine whether it will order either company to continue service then being rendered.

PUBLIC SERVICE COMPANIES REPORTING TO COMMISSION.

Herewith are presented a list of all public service utilities operating in the State of Washington which have filed tariffs with the Commission:

GAS COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
Auburn Gas Co.....	Auburn	Auburn
Central Washington Gas Co.....	Wenatchee	Wenatchee
Centralia & Chehalis Gas Co.....	Centralia, Chehalis.....	Centralia
Everett Gas Co.....	Everett, Monroe, Snohomish	Everett
Grays Harbor Gas Co.....	Aberdeen, Hoquiam.....	Aberdeen
Key City Light & Power Co.....	Port Townsend.....	Port Townsend
Olympia Gas Co.....	Olympia	Olympia
Pacific Power & Light Co.....	Clarkston, North Yakima, Walla Walla, Vancouver..	Portland
Prescott Gas Lighting Co.....	Prescott	Prescott
Puget Sound Traction, Light & Power Co.	Bellingham	Seattle
Seattle Lighting Co.....	Seattle	Seattle
Spokane Falls Gas Light Co.....	Spokane	Spokane
Tacoma Gas Co.....	Tacoma, Puyallup, Ruston	Tacoma

IRRIGATION COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
Arcadia Orchards Co.....	Arcadia	Deer Park
Attalia Land Co.....	Attalia	Spokane
Bridgeport Water Co.....	Bridgeport	Bridgeport
Burbank Company	Burbank	Burbank
Clarkston Irrigation Co.....	Clarkston	Clarkston
Cloverland Co-operative Water Co..	Cloverland	Cloverland
Consumers' Ditch Co.....	Hanford	Hanford
Fruitland Irrigation Co.....	Kettle Falls.....	Kettle Falls
Horn Rapids Irrigation Co.....	Benton County	Seattle
Hudson Water Co.....	Spokane	Spokane
Icele Canal Co.....	Cashmere	Cashmere
Kettle Falls Canal & Land Co.....	Kettle Falls.....	Kettle Falls
Kettle River Power & Irrigation Co.	Republic	Kennewick
Kiona-Benton Land & Water Co....	Benton City.....	Seattle
Kiona Development Co.....	Kiona	Seattle
Loon Lake Irrigation Co.....	Stevens County.....	Spokane

NAME.	LOCATION.	BUSINESS ADDRESS.
Maple Co-operative Water Co.....	College Place.....	College Place
Newman Lake Canal Co.....	Spokane	Spokane
Northern Pacific Irrigation Co.....	Kennewick	Kennewick
Olympic Irrigation & Construction Co.	Port Angeles	Port Angeles
Pasco Reclamation Co.....	Pasco	Pasco
Sequim Prairie Ditch Co.....	Sequim	Sequim
Snow Creek Water Co.....	Leavenworth	Leavenworth
Stratford Irrigation Co.....	Adrian, Soap Lake, Stratford	Grant Orchards
Touchet Irrigation & Improvement Co.	Touchet	Touchet
Walla Walla Irrigation Co.....	Walla Walla.....	Walla Walla
Washington Development Co.....	Palouse Falls.....	Palouse Falls
Wenatchee Canal Co.....	Wenatchee	Wenatchee
Wenatchee Park Land & Irriga- tion Co.	Wenatchee	Wenatchee
Whitestone Irrigation & Power Co..	Loomis	Richmond Beach
Yakima-Moxee Irrigation Co.....	Yakima County.....	North Yakima
Yelm Irrigation Co.....	Yelm	Yelm

WATER COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
Anacortes Water Co.....	Anacortes	Anacortes
Annapolis Water Co.....	Annapolis	Port Orchard
Attalia Land Co.....	Attalia	Attalia
Baker River Power, Light & Water Co.	Concrete	Concrete
Beaux Arts Society.....	Mercer Island.....	Seattle
Bisson & Hadder.....	South Prairie.....	South Prairie
Black Rock Power & Irrigation Co..	Hanford	Hanford
Blaine Water Co.....	Blaine	Blaine
Bossburg Water System.....	Bossburg	Bossburg
Bridgeport Development Co.....	Bridgeport	Bridgeport
Burbank Company	Burbank	Burbank
Camas Water Co.....	Camas	Camas
Carson Water Co.....	Carson	Carson
Carter, L. B.....	Friday Harbor.....	Friday Harbor
Castle Rock Water Co.....	Castle Rock.....	Castle Rock
Chelan Electric Co.....	Chelan	Chelan
Chinook Water Works.....	Chinook	Portland
City Water Works.....	Hatton	Hatton
City Water Works.....	Northport	Northport
Clarkston Irrigation Co.....	Clarkston	Clarkston
College Place Water Works.....	College Place.....	College Place

NAME.	LOCATION.	BUSINESS ADDRESS
Connell Land & Improvement Co.	Connell	Connell
Cosmopolis Water Co.	Cosmopolis	Cosmopolis
Coulee City Water Works.	Coulee City	Spokane
Curlew Mining Co.	Republic	Republic
Durham Co., L. R.	West Seattle	Seattle
Duvall Light & Water Co.	Duvall	Duvall
East Spokane Water Co.	Spokane	Spokane
Edmonds Spring Water Co.	Edmonds	Edmonds
Ellensburg Gas & Water Co.	Ellensburg	Ellensburg
Ellisport Water Co.	Ellisport	Ellisport
Entiat Delta Orchards Co.	Entiat	Entiat
Enumclaw Water & Light Co.	Enumclaw	Enumclaw
Everett Railway, Light & Water Co.	Everett	Everett
Everson Water Works.	Everson	Everson
Fairhaven City Water & Power Co.	South Bellingham	South Bellingham
Florida Land Co.	Beverly Park	Everett
Garrison-Fisher Water Co.	Bremerton, Charleston	Ballard
Georgetown Water Co.	Georgetown	Seattle
Hilman Water Co.	Issaquah	Issaquah
Goldbar Light & Water Co.	Goldbar	Goldbar
Gover, F. P.	Ephrata	Ephrata
Harman, I. G.	Orting	Orting
Harrington Water Works.	Harrington	Davenport
Holman, Fred V.	North Beach	Portland
Home Water & Power Co.	Mount Vernon	Mount Vernon
Hoquiam Water Co.	Hoquiam	Hoquiam
Hutchinson Irrigation & Land Co.	Spokane	Spokane
Ilwaco Water Works.	Ilwaco	Portland
Index Water Co.	Index	Seattle
Ione Water & Light Co.	Ione	Spokane
Jim Creek Water, Light & Power Co.	Arlington	Arlington
Kapowsin Water System.	Kapowsin	Kapowsin
Kelso Water Co.	Kelso	Kelso
Kingston Power & Water Co.	Kingston	Kingston
La Conner Water Co.	La Conner	La Conner
La Crosse Water Works.	La Crosse	La Crosse
Lake Forest Light, Water & Power Co.	Lake Forest Park	Seattle
Little Falls Water Co.	Little Falls	Little Falls
Lyle Company, The.	Lyle	Lyle
Malden Water Works Co.	Malden	Spokane
Manette Water Works.	Manette	Manette
Maple Co-operative Water Co.	College Place	College Place
Marcus Light & Water Co.	Marcus	Hillsboro, Ore.

List of Public Service Companies

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NAME.	LOCATION.	BUSINESS ADDRESS.
Maury Water Works Co.....	Maury Island.....	Portage
Meerscheldt, A.	Mercer Island.....	Seattle
Metaline Falls Light & Water Co...	Metaline Falls.....	Metaline Falls
Monroe Water Co.....	Monroe	Seattle
Mountain Springs Water Co.....	Seaview	Portland
Newport Water Co.....	Newport	Newport
North Bend Light, Heat, Water & Power Co.	North Bend.....	Seattle
Northern Pacific Irrigation Co.....	Kennewick	Kennewick
Northwest Electric & Water Works.	Montesano, South Bend, Tenino	Montesano
Orchard Water Co.....	Kalama	Kalama
Orient Water & Electric Co.....	Orient	Orient
Pacific Power & Light Co.....	Kennewick, Prosser, North Yakima, Pasco	Portland
Pe Ell Water System.....	Pe Ell.....	Pe Ell
Peoples Water Co.....	Zillah	Zillah
Pinecroft Orchard Co.....	Opportunity	Opportunity
Port Angeles Water Supply Co.....	Port Angeles	Port Angeles
Raymond Water Co.....	Raymond	Raymond
Riverton Water Co.....	Riverton	Seattle
Robbins Water System.....	Riverton	Seattle
Rosalie Water Co.....	Rosalie	Rosalie
Rucker Bros., Inc.....	Marysville	Everett
Sicade, Henry C.....	Auburn	Tacoma
Skagit Improvement Co.....	Burlington, Sedro Woolley.....	Sedro Woolley
Springdale Water Co.....	Springdale	Springdale
Spring Hill Water Co.....	Bothell	Bothell
Stanwood Water Co.....	Stanwood	Stanwood
Stevenson Water Co.....	Stevenson	Stevenson
Sumas Water Co.....	Sumas	Sumas
Tacoma Land & Improvement Co...	Tacoma	Tacoma
Tacoma Water Supply Co.....	Tacoma	Tacoma
Thomas & Colburn Water Co.....	White Salmon.....	White Salmon
Toledo Water Co.....	Toledo	Toledo
Tolt Water Works.....	Tolt	Tolt
Tumwater Power & Water Co.....	Tumwater	Tumwater
Washington-Oregon Corporation....	Vancouver, Chehalis	Vancouver
Washington Public Service Co.....	Olympia	Olympia
Washougal Water Co.....	Washougal	Washougal
Washtucna Water System.....	Washtucna	Washtucna
Weld, F. F.....	Rolling Bay.....	Seattle
Western Springs Water Co.....	Stellacoom	Stellacoom

NAME.	LOCATION.	BUSINESS ADDRESS.
West Seattle Land & Improvement Co.	West Seattle.....	West Seattle
White Salmon Water Co.....	White Salmon.....	White Salmon
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Winlock Water Co.....	Winlock	Winlock
Woodlawn Park Water Co.....	Spokane	Spokane

ELECTRIC COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
Anacortes Water Co.....	Anacortes	Anacortes
Attalia Land Co.....	Attalia	Spokane
Baker River Power, Light & Water Co.	Concrete	Concrete
Black Rock Power & Irrigation Co..	Hanford	Hanford
Bremerton-Charleston Light & Fuel Co.	Bremerton, Charleston, Manette	Bremerton
Burbank Company	Burbank	Burbank
Central Light & Mfg. Co.....	Pe Ell	Pe Ell
Chelan Electric Co.....	Chelan	Chelan
Chinook Light & Power Co.....	Chinook	Chinook
Duvall Light & Water Co.....	Duvall	Duvall
Edmonds Electric Light & Power Co.	Edmonds, Richmond Beach.....	Edmonds
Elma Light & Power Co.....	Elma	Elma
Enloe Electric Co.....	Fairfield, Malden, Rosalia, Waverly, Medical Lake.....	Spokane
Everett Gas Co.....	Everett, Monroe, Snohomish	Everett
Everett Railway, Light & Water Co.	Everett	Everett
Goldbar Light & Water Co.....	Goldbar	Goldbar
Granite Falls Electric Co.....	Granite Falls	Granite Falls
Grant County Power Co.....	Wilson Cr��ek.....	Wilson Creek
Grays Harbor Railway & Light Co..	Aberdeen, Cosmopolis, Hoquiam	Aberdeen
Greenacres Light & Power Co.....	Greenacres	Greenacres
Hunters Electrical Co.....	Hunters	Hunters
Idaho-Washington Light & Power Co.	Colton, Palouse, Farmington, Pullman, Garfield, Tekoa, Oakesdale, Uniontown.....	Spokane
Independent Electric Co.....	Castle Rock, Napavine, Little Falls, Toledo, Vader, Win- lock, Woodland	Portland

NAME.	LOCATION.	BUSINESS ADDRESS.
Index-Galena Co.	Index	Index
Ione Water & Light Co.....	Ione	Spokane
Jim Creek Water, Light & Power Co.	Arlington	Arlington
Key City Light & Power Co.....	Port Townsend.....	Port Townsend
Kulzer Electric Co.....	Gray, Springdale, Kulzer, Valley.....	Valley
La Conner Electric Light Co.....	La Conner.....	La Conner
Lewis County Light & Telephone Co.	Morton	Morton
Lewiston-Clarkston Improvement Co.	Asotin, Clarkston.....	Clarkston
Little Spokane Light & Power Co...	Milan, Deer Park, Chattaroy	Deer Park
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Metaline Falls Light & Water Co...	Metaline Falls.....	Metaline Falls
Northern Clarke County Light & Power Co.	Yacolt	Yacolt
Northern Idaho & Montana Power Co., Ltd.	Newport	Sand Point, Ida.
North Shore Light & Power Co....	Ilwaco, Long Beach.....	Ilwaco
Northwestern Electric Co.....	Camas, Washougal.....	Portland
Northwest Electric & Water Works.	Montesano	Montesano
Oakville Light & Power Co.....	Oakville	Oakville
Okanogan Valley Power Co.....	Brewster, Omak, Bridgeport, Okanogan, Pateros	Spokane
Olympia Light & Power Co.....	Olympia	Olympia
Olympic Power Co.....	Port Angeles.....	Port Angeles
Pacific Northwest Traction Co.....	Burlington, Lyman, Hamilton, Sedro Woolley, Mount Vernon.....	Bellingham
Pacific Power & Light Co.....	Benton City, Beverly, Centerville, Dayton, Dixie, Goldendale, Grand Dalles, Grandview, Granger, Huntsville, White Bluffs, Husum, Kennewick, Kiona, Mabton, Moxee, Naches, North Yakima, Pasco, Pomeroy, Prescott, White Salmon, Prosser, Richland, Selah, Sunnyside,	

NAME.	LOCATION.	BUSINESS ADDRESS.
	Toppenish, Waitsburg, Walla Walla, Wallula, Wapato, Zillah	Portland
Pehrson Bros.	Ferndale	Ferndale
Portland Railway, Light & Power Co.	Vancouver	Portland
Puget Sound Electric Co.	Auburn, Kent	Seattle
Puget Sound Traction, Light & Power Co.	Alderton, Allentown, American Lake, Auburn, Bellevue, Bellingham, Bothell, Christopher, Dieringer, Duwamish, Earlington, Everett, Foster, Geneva, Glacier, Houghton, Hunt's Point, Issaquah, Juanita, Kapowsin, Kirkland, Lake Forest Park, Lynden, Maple Falls, Medina, North Bend, North Park, O'Brien, Orillia, Orting, Puyallup, Redmond, Renton, Richmond, Richmond Beach, Riverton, Ronald, Ruston, Seattle, Snoqualmie, Sumner, Tacoma, Thomas, Tolt, Wayne, Buckley, Enumclaw	Seattle
Operating the following com- panies: Pacific Northwest Traction Co., Puget Sound Electric Co., Everett Railway, Light & Water Co., Tacoma Railway & Power Co.		
Republic Light & Power Co.	Republic	Republic
Ridgefield Light & Power Co.	Ridgefield	Ridgefield
Sequim Light & Power Co.	Sequim	Sequim
Shelton Electric Co.	Shelton	Shelton
Similkameen Power Co.	Oroville	Oroville
Skamania Light & Power Co.	Stevenson, Carson	Stevenson
Spokane County Electric Co.	Rockford	Rockford
Stanwood Light & Power Co.	Stanwood	Stanwood
Starbuck Electric Co.	Starbuck	Starbuck
Stevens County Power & Light Co.	Colville	Colville
Sumas Electric Light Co.	Sumas	Sumas
Tacoma Railway & Power Co.	Tacoma, Ruston, Puyallup	Tacoma
Tumwater Light & Water Co.	Leavenworth	Leavenworth

List of Public Service Companies

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NAME.	LOCATION.	BUSINESS ADDRESS.
Vashon-Maury Light & Power Co...	Ellisport	Seattle
Washington-Oregon Corporation....	Centralla, Kalama, Chehalls, Kelso, Tenino	Vancouver
Washington Public Service Co.....	Olympia	Olympia
Washington Water Power Co.....	Almira, Latah, Belmont, Lind, Colfax, Odessa, Creston, Reardan, Davenport, Ritzville, Diamond, Spangle, Elberton, Spokane, Endicott, Sprague, Harrington, St. John, Hartline, Wilbur	Spokane
Wenatchee Valley Gas & Electric Co.	Cashmere, Monitor, Dryden, Orondo, Entiat, Waterville, Wenatchee	Wenatchee
Western Light & Power Co.....	Camas, Washougal.....	Washougal
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Willapa Electric Co.....	Raymond, South Bend....	Raymond
Willapa Power Co.....	South Bend.....	South Bend
Willett Bros.	Addy	Colville

TELEPHONE COMPANIES.

NAME.	ADDRESS.
Angeles Telephone & Telegraph Co.....	Port Angeles
Asotin Telephone Co.....	Asotin
Attalia Telephone Co.....	Attalia
Benton Independent Telephone Co.....	Prosser
Brewster Telephone Exchange.....	Brewster
Camas Telephone & Telegraph Co.....	Washougal
Camas Prairie Telephone Co.....	Glenwood
Cascade Telephone Co.....	North Bend
Cascade Telephone Co.....	Roslyn
Cedar Canyon Telephone Co.....	Turk
Cedarhome Telephone Co.....	Stanwood
Centerville Telephone Co.....	Centerville
Chehalis Boistfort Telephone Co.....	Klaber
Chelan Valley Telephone & Telegraph Co.....	Chelan
Chewelah Telephone Co.....	Chewelah
Citizens Independent Telephone Co.....	Port Townsend
Citizens Telephone Co.....	Seattle
Cloverland-Asotin Telephone Co.....	Cloverland

NAME.	ADDRESS.
Johnsasset Beach Telephone Co.....	Aberdeen
Columbia Telephone Co.....	Alderdale
Connell-Kahlotus Telephone Co.....	Connell
Connell Land & Improvement Co.....	Connell
Cowseman Telephone Co.....	Kelso
Cowiche Telephone Co.....	Cowiche
Creston Telephone Co.....	Creston
Davenport Independent Telephone Co.....	Davenport
Davis, N. E.....	Baird
Dryad Home Telephone Co.....	Dryad
East Okanogan Farmers' Telephone Co.....	Chesaw
Echo Valley & Colville Telephone Co.....	Colville
Edmonds Independent Telephone Co.....	Edmonds
Ellensburg Telephone Co.....	Ellensburg
Elma Telephone Co.....	Elma
Entiat Telephone & Telegraph Co.....	Entiat
Fall City Telephone Co.....	Fall City
Farm & City Telephone Co.....	Davenport
Farmers' Independent Telephone Co.....	Waterville
Farmers' Independent Telephone Association.....	Toledo
Farmers' Mutual Telephone Co.....	Lynden
Farmers' Telephone Co. of Pe Ell.....	Pe Ell
Farmers' Telephone Co.....	Omak
Farmers' Telephone & Telegraph Co.....	Wenatchee
Farmers' United Telephone & Telegraph Co.....	Mansfield
Florence-Rae Lumber, Land & Development Co.....	Index
Franker County Telephone Co.....	Kelso
Grant County Telephone Co.....	Quincy
Harman, I. G.....	Orting
Harstine Telephone Co.....	Arcadia
Hattrick, J.	Yelm
Hicksville-Wheeler Telephone Co.....	Moses Lake
Home Telephone Co.....	Castle Rock
Home Telephone Co.....	Silver Creek
Home Telephone Co.....	Spokane
Home Telephone & Telegraph Co.....	Chehalis
Hotes, Fred. J.....	Alder
Illwaco Telephone & Telegraph Co.....	Ilwaco
Inland Co-operative Association.....	Pullman
Inter-Farmers Telephone Co.....	Leland
Inter-Island Telephone Co.....	Friday Harbor
International Telephone Co.....	Bellingham
Interstate Utilities Co.....	Spokane
Island Empire Telephone & Telegraph Co.....	Tacoma
Kalama Local Telephone Exchange.....	Kalama
Keller & San Poll Telephone & Telegraph Co.....	Keller

NAME.	ADDRESS.
Kennewick Valley Telephone Co.....	Kennewick
Kettle Falls & Daisy Telephone Co.....	Kettle Falls
Krupp Telephone Co.....	Krupp
Lacey Chambers-Prairie Mutual Telephone Co.....	Olympia
La Crosse Telephone Co., Ltd.....	La Crosse
Lake Washington Telephone Co.....	Kirkland
Lewis County Light & Telephone Co.....	Morton
Lewis River Independent Telephone Co.....	Woodland
Liberty Lake Telephone Co.....	Liberty Lake
Little Kentucky Rural Telephone Co.....	Toledo
Lyle Telephone Co.....	Lyle
Maple Falls Telephone Co.....	Seattle
Marcus & Kettle Valley Telephone Co.....	Napoleon
Maryhill Improvement Co.....	Maryhill
Mashell Telephone Co.....	Eatonville
McCleary Timber Co., Henry.....	McCleary
McCoy, L. B.....	Port Gamble
Medical Lake Telephone Co.....	Medical Lake
Minnehaha Co-operative Telephone Co.....	Vancouver
Montesano Telephone Co.....	Montesano
Mutual Telephone Co.....	Mesa
Naches Telephone Co.....	Naches
Nagel Telephone System.....	Neppel
Nasel Farmers Telephone Co.....	Nasel
Nile Telephone Co.....	Nile
North Basin Telephone Co.....	Orin
Northeastern Telephone Co.....	Pomona
Northport Deep Creek Telephone Co.....	Cummins
North River Telephone Co.....	Cosmopolis
North Shore Telephone Co.....	Knappton
Northwestern Long Distance Telephone Co.....	Tacoma
Oakesdale Telephone Exchange.....	Rosalia
Okanogan Telephone & Telegraph Co.....	Okanogan
Olalla Telephone Co.....	Olalla
Orchards Telephone Co.....	Vancouver
Oregon-Washington Telephone Co.....	Hood River, Ore.
Oroville Telephone Co.....	Oroville
Outlook Telephone Co.....	Outlook
Pacific Telephone & Telegraph Co.....	Portland
Peninsula Telephone Co.....	Clallam Bay
Peoples Co-operative Telephone Co.....	Gate
Peoples Telephone & Power Co.....	Tonasket
Porter Independent Telephone Co.....	Porter
Postal Telegraph-Cable Co.....	Seattle
Poulsbo Rural Telephone Co.....	Paulsbo
Prescott Telephone & Telegraph Co.....	Prescott

NAME.	ADDRESS.
Puget Sound Independent Telephone Co.....	Everett
Puyallup Valley Home Telephone Co.....	Puyallup
Quincy Telephone Co.....	Quincy
Richland Telephone Co.....	Richland
Richmond Beach Telephone & Power Co.....	Richmond Beach
Ridgefield, Sara & Vancouver Farmers' Telephone Co.....	Ridgefield
Riverside Telephone Co.....	Riverside
Rosalia Telephone Co.....	Rosalia
Sea Beach Packing Works.....	Aberdeen
Selah Telephone Co.....	Selah
Skagit River Telephone & Telegraph Co.....	Concrete
Skagit Valley Telephone Co.....	La Conner
Skamania Co-operative Telephone Association.....	Hood River, Ore.
Sound Telephone Co.....	Tacoma
Southwest Washington Telephone Co.....	Yacolt
Stemilthill Telephone Co.....	Wenatchee
St. John Co-operative Telephone & Telegraph Co.....	St. John
Summit Valley Telephone Co.....	Addy
Sunnyside Telephone Co.....	Sunnyside
Tampico Telephone Co.....	North Yakima
Tekoa Telephone Exchange.....	Tekoa
Tenino Telephone Exchange.....	Tenino
Tieton Telephone Co.....	North Yakima
Touchet Central Telephone Co.....	Touchet
Tualco Telephone Co.....	Monroe
Tumwater Light & Water Co.....	Leavenworth
Twin City Telephone Co.....	Pasco
Underwood Telephone Co.....	Underwood
Uniontown Telephone Co.....	Uniontown
Valley Telephone Co.....	Valley
Washington Northern Telephone & Telegraph Co.....	Republic
Washougal Home Telephone Co.....	Washougal
Washtucna Highline Telephone Co.....	Ritzville
Waverly Telephone Co.....	Waverly
Wenas Telephone Co.....	Selah
West Crescent Farmers' Co-operative Telephone Co.....	Reardan
West Farmers' Telephone Line.....	Lind
West Side Telephone Co.....	Twisp
Wetterer, A. C.....	Marcus
Wheat Ridge Telephone Co.....	Wilbur
Whidby Telephone Co.....	Langley
White Bluffs & Columbia River Telephone Co.....	White Bluffs
Whitman County Consolidated Telephone & Telegraph Co.....	Colfax
Willapa Harbor Telephone Co.....	Raymond
Willapa Valley Telephone Co.....	Menlo
Winesap Telephone Co.....	Maple Creek

NAME.	ADDRESS.
Winlock Home Telephone Co.....	Winlock
Winona Telephone Co.....	Winona
Woodhouse Telephone Co.....	North Yakima
Yakima Valley Telephone Co.....	Sunnyside

DOCKS AND WHARVES.

NAME OF DOCK.	COMPANY.
ABERDEEN:	
Aberdeen Dock and Warehouse.....	T. B. Darragh & Co.
Harbor Dock	Harbor Dock Co.
ANACORTES:	
Anacortes Lbr. & Box Co.'s Dock.....	Anacortes Lbr. & Box Co.
City Float (Municipal).....	City of Anacortes
Coast Fish Co. Dock.....	Coast Fish Co.
Commercial Avenue Wharf.....	Island Belt Steamship Co.
Curtis Wharf.....	Curtis Wharf Co., Inc.
Fidalgo Lbr. & Box Co.'s Wharf.....	Fidalgo Lbr. & Box. Co.
Pacific American Fisheries Dock.....	Pac. Amer. Fish. Cannery Co.
ARGYLE:	
Argyle Public Wharf.....	J. O. Bergman
BANGOR:	
Bangor Dock.....	Bangor Dock Co.
BELLINGHAM:	
South Bellingham Dock.....	Bellingham Warehouse Co.
Citizens Dock.....	Citizens Dock Co.
Quackenbush Dock.....	L. B. Quackenbush
Sehome Wharf.....	Bellingham & Northern Ry.
BLAINE:	
Blaine City Wharf.....	City of Blaine
BREMERTON:	
Bremerton Municipal Dock.....	City of Bremerton
Fred Peak's Dock.....	Fred Peak
Hefner's Dock.....	Martin Hefner
CAMANO:	
Camano Wharf.....	Porter Garrison
CHARLESTON:	
City Wharf.....	City of Charleston
CHICO:	
Chico Dock.....	Chico Dock Co.
CLALLAM BAY:	
Clallam Bay Dock.....	A. Fairservice & Co.
CLINTON:	
Clinton Dock.....	Salisbury Bros., Inc.

NAME OF DOCK.	COMPANY.
COLBY:	
Colby Wharf.....	M. W. Weeks, Owner
COUPEVILLE:	
Coupeville Wharf.....	Coupeville Wharf Co.
DEER HARBOR:	
Deer Harbor Dock.....	Daniel Murray, Owner
DOE BAY:	
Doe Bay Dock.....	W. Townsend, Sec'y
DOLPHIN:	
Community Wharf.....	J. D. Moore, Wharfinger
DUNGENESS:	
Dungeness Wharf.....	C. F. Seal, Mgr.
EAST SOUND:	
East Sound Dock.....	East Sound Mercantile Co.
EDMONDS:	
City Dock.....	City of Edmonds
EGLON:	
Eglon Dock.....	Eglon Dock Co.
ELWOOD:	
Elwood Wharf.....	Edward Drake, Owner
EVERETT:	
City Dock.....	City of Everett
Everett Dock.....	Everett Dock & Warehouse Co.
FAIRMONT:	
Fairmont Dock.....	Fairmont Wharf Co.
FAIRVIEW:	
Fairview Dock.....	Fairview Dock & Imp. Ass'n
FRAGARIA:	
Fragaria Dock.....	Fragaria Dock & Warehouse Co.
FRIDAY HARBOR:	
Carter's Dock.....	L. B. Carter, Owner
City Dock.....	San Juan Agricultural Co.
GLENDALE:	
Glendale Dock.....	Glendale Improvement Co.
GREENBANK:	
Greenbank Wharf.....	The Greenbank Co.
HOQUIAM:	
Eighth St. Dock.....	Soule Tug & Barge Co.
KINGSTON:	
Kingston Dock.....	Kingston Wharf Co., Inc.
Newellhurst Wharf.....	Rose Mae Newell, Owner

NAME OF DOCK.	COMPANY.
LA CONNER:	
La Conner Dock.....	C. M. Peck, Owner
LANGLEY:	
Brown's Point Wharf.....	Jos. F. Brown
Langley Wharf.....	H. P. Jensen
LOFALL:	
Whitford's Wharf.....	W. W. Whitford, Owner
LOPEZ:	
Lopez Dock.....	Van Bogourt & Johnson
MANCHESTER:	
Manchester Wharf.....	Manchester Improvement Co.
MANETTE:	
Manette Wharf.....	Manette Improvement Ass'n
MANITOU BEACH:	
Manitou Beach Dock.....	Manitou Beach Wharf Club
MANZANITA:	
Manzanita Wharf.....	David Hake, Owner
MARYSVILLE:	
Municipal Dock.....	City of Marysville
MAXWELTON:	
Maxwelton Wharf.....	Mackie Bros.
MOUNT VERNON:	
City Dock.....	Skagit River Nav. & Trading Co.
NEAH BAY:	
Neah Bay Dock.....	Neah Bay Dock Co.
NORTHILLA BEACH:	
Northilla Beach Dock.....	Norton & Co.
OAK HARBOUR:	
Maylor Bros. Wharf.....	J. B. Maylor
Poinell Point Dock.....	E. B. Stewart
OLALLA:	
Olalla Dock.....	Olalla Wharf Ass'n
OLYMPIA:	
Percival's Dock.....	J. C. Percival, Mgr.
ORCAS:	
Orcas Dock.....	W. E. Sutherland, Mgr.
PLEASANT BEACH:	
Pleasant Beach Dock.....	A. F. Nichols Co., Inc.
PORT ANGELES:	
Peoples Wharf.....	Peoples Wharf Co.
Pier No. 1.....	J. O. Morse, Owner
Port Angeles City Dock.....	Port Angeles City Dock Co.

NAME OF DOCK.	COMPANY.
PORT CRESCENT:	
Port Crescent Dock.....	P. S. Mills & Timber Co.
PORT DISCOVERY:	
Gardiner Dock.....	Gardiner Timber & Land Co.
PORT GAMBLE:	
Port Gamble Dock.....	Puget Mill Co.
PORT LUDLOW:	
Port Ludlow Dock.....	Puget Mill Co.
PORT MADISON:	
Port Madison Dock.....	Kitsap County Trans. Co.
PORT ORCHARD:	
Central Dock.....	N. G. Rose, Mgr.
Port Orchard Wharf.....	Wm. Peterson, Mgr.
Veteran's Home Dock.....	W. H. Wiscombe, Supt.
PORT STANLEY:	
Port Stanley Dock.....	Moulton & Browne
PORT TOWNSEND:	
Hillside Wharf.....	Hillside Dock Co.
Standard Oil Co.'s Dock.....	Standard Oil Co.
Tyler Street Dock.....	Tlyer Street Dock Co.
Union Wharf.....	Union Dock Co.
PORT WILLIAMS:	
Port Williams Dock.....	H. J. Bugge, Owner
POULSBORO:	
Municipal Dock.....	City of Poulsbo
QUILCENE:	
Seaton Dock.....	John Seaton, Owner
RICHARDSON:	
Richardson Wharf.....	Hodgson-Graham Co.
ROCHE HARBOR:	
Roche Harbor Dock.....	Tacoma & Roche Harbor Lime Co.
SAN DE FUCA:	
San De Fuca Dock.....	John Armstrong, Whfgr.
SEABECK:	
Seabeck Dock	A. L. Hotchkiss, Whfgr.
SEATTLE:	
Albers Dock.....	Albers Bros. Milling Co.
Bell St. Wharf.....	Port Commission
Colman Dock.....	Colman Dock Co.
G. T. P. Dock.....	Grand Trunk Pacific Dock Co.
Hanford St. Wharf.....	Port Commission
Harbor Island Dock.....	Harbor Island Dock & Whse. Co.
Lander St. Wharf.....	Port Commission

NAME OF DOCK.	COMPANY.
SEATTLE—Continued:	
Lilly's Dock.....	C. H. Lilly Co.
Pan-American Dock.....	Pan-American Dock & Whse. Co.
Salmon Bay Wharf.....	Port Commission
Smith's Cove Oil Dock.....	Jas. Griffith's & Sons
Smith's Cove Terminal.....	Port Commission
Stacy St. Dock.....	Port Commission
Whatcom Ave. Wharf.....	Port Commission
Youngstown Dock.....	Drummond Lighterage Co.
Pier 1	C. P. Ry; N. P. Ry; P. A. Nav. Co.
Pier 2.....	Alaska S. S. Co.; N. P. Ry
Pier 3.....	Galbraith Dock Co.
Pier 4.....	Dodwell & Co.
Pier 5.....	Arlington Dock Co.
Pier 6.....	C., M. & St. P. Ry
Pier 7.....	Schwabacker Dock & Whse. Co.
Pier 8.....	Pacific Net & Twine Co.
Pier 9.....	Virginia St. Dock & Whse. Co.
Pier 10.....	Virginia St. Dock & Whse. Co.
Pier 12.....	Wall St. Dock Co.
Pier 14.....	Dodwell & Co.
Pier A.....	Washington St. Dock & Whse. Co.
Pier B.....	Pacific Coast S. S. Co.
Pier C.....	Eyres Storage & Whse. Co.
Pier D.....	Pacific Coast S. S. Co.
SHAW ISLAND:	
Shaw Island Wharf.....	Del Hoffman, Owner
SHELTON:	
Shelton Dock.....	Shelton Transportation Co.
SILVERDALE:	
Silverdale Dock.....	Matt Thuesen, Agent
STANWOOD:	
Stanwood Dock.....	Skagit River Nav. & Trdg. Co.
STEVENSON:	
Stevenson Wharf.....	Stevenson Wharf Co.
TACOMA:	
Commercial Dock.....	Commercial Dock Co.
Eureka Dock.....	Eureka Dock Co.
Municipal Dock	City of Tacoma
TRACYTON:	
Tracyton Dock.....	Tracyton Dock Association
UNION CITY:	
Union City Dock.....	Union City Dock Co.
WEST SOUND:	
West Sound Dock.....	West Sound Trdg. & Trans. Co.

NAME OF DOCK.	COMPANY.
WHITE SALMON:	
White Salmon Wharf.....	White Salmon Wharf Co.
WINSLOW:	
Winslow Dock.....	Winslow Grange & Imp. Co.

RAILROADS (Steam).

NAME OF COMPANY.	PRINCIPAL OFFICE IN STATE.
Baker River & Shuksan Ry.....	Concrete
Bellingham & Northern Ry.....	See C., M. & St. P. Ry
Blakely R. R. Co.....	Seattle
Blumauer Logging Co.....	Tenino
Bumas Prairie R. R. Co.....	See O.-W. R. & N. Co.
Canadian Pacific Ry.....	Seattle
Centralia Eastern Ry.....	Tacoma
Cherry Valley Ry Co.....	Everett
Chicago, Milwaukee & St. Paul Ry.....	Seattle
Columbia & Puget Sound Ry.....	Seattle
Elk Creek & Grays Harbor Ry.....	Doty
Great Northern Ry.....	Seattle
Hall & Hall Ry.....	Stanwood
Hartford Eastern Ry.....	Everett
Idaho & Washington Northern Ry.....	See C., M. & St. P. Ry
Marysville & Arlington Ry.....	Seattle
Marysville & Northern Ry.....	Ballard
North Bend & Eastern Ry.....	Edgewick
Northern Pacific Ry.....	Tacoma
Oregon-Washington R. R. & Nav. Co.....	Portland, Ore.
Oregon Trunk Ry.....	Portland, Ore.
Pacific & Eastern Ry.....	Raymond
Pe Ell & Columbia River Ry.....	Pe Ell
Peninsular Ry.....	Shelton
Port Townsend & Puget Sound Ry.....	Seattle
Puget Sound & Baker River Ry.....	Everett
Puget Sound & Cascade Ry.....	Clear Lake
Seattle, Port Angeles & Western Ry.....	See C., M. & St. P. Ry
Spokane & British Columbia Ry.....	Republic
Spokane International Ry.....	Spokane
Spokane, Portland & Seattle Ry.....	Portland, Ore.
Star Logging Co.....	Globe
Tacoma Eastern Ry.....	See C., M. & St. P. Ry
Thurston County Ry Co.....	Olympia
Washington, Idaho & Montana Ry.....	Potlatch, Idaho
Washington Western Ry.....	Three Lakes
Waterville Ry.....	Waterville
Wenatchee Valley & Northern Ry.....	Leavenworth

RAILROADS (Electric).

NAME OF COMPANY.	ADDRESS.
Grays Harbor Railway & Light Co.....	Aberdeen
Loyal Railway Co.....	Seattle
Olympia Light & Power Co.....	Olympia
Pacific Northwest Traction Co.....	See P. S. T., L. & P. Co.
Pacific Traction Co.....	See P. S. T., L. & P. Co.
Puget Sound Electric Ry.....	See P. S. T., L. & P. Co.
Puget Sound International Ry. & Power Co.....	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.....	Seattle
Seattle, Renton & Southern Ry.....	Seattle
Spokane & Inland Empire Ry.....	Spokane
Tacoma Railway & Power Co.....	See P. S. T., L. & P. Co.
Walla Walla Valley Ry. Co.....	Walla Walla
Washington Electric Ry.....	Portland, Ore.
Washington-Oregon Corporation	Vancouver
Washington Water Power Co.....	Spokane
Western Washington Power Co.....	See P. S. T., L. & P. Co.
Willapa Electric Co.....	Raymond
Yakima Valley Transportation Co.....	North Yakima

EXPRESS COMPANIES.

NAME OF COMPANY.	LINE OPERATING ON.
American Express Co.....	O.-W. R. & N. Co.
Great Northern Express Co.....	G. N. Ry.
Northern Express Co.....	N. P. Ry.
Wells Fargo Express Co.....	C., M. & St. P. Ry.
Western Express Co.....	S. I. Ry.

TELEGRAPH COMPANIES.

NAME OF COMPANY.	BUSINESS ADDRESS.
Continental Telegraph Co.....	Seattle
Federal Telegraph Co.....	Seattle
Pacific Telephone & Telegraph Co.....	Portland, Ore.
Postal Telegraph Cable Co.....	Seattle
Western Union Telegraph Co.....	Seattle
Great Northern Telegraph Co.....	St. Paul

STEAMBOAT COMPANIES.

NAME OF COMPANY.	ADDRESS.
Agner, J. C.....	Seattle
Ahl, Oscar	Lake Cushman
Allen, Howard H.....	Everett
Allman-Hubble Tugboat Co.....	Hoquiam
American Tugboat Co.....	Everett
Anderson, Fred	Seattle
Anderson Bros. Towing Co.....	La Conner

NAME OF COMPANY.	ADDRESS.
Anderson Steamboat Co.....	Seattle
Angeles Brewing Co.....	Seattle
Bailey, C. A.....	Seattle
Barbee, I. H.	Anacortes
Bartlett, Hugh	Port Orchard
Bevier, Frank	Seattle
Birch Anderson Towboat Co.....	Seattle
Birmingham Transportation Co.....	Seattle
Border Line Transportation Co.....	Seattle
Boyden Towboat Co.....	Seattle
Bradford, E. L.	Olympia
Bremerton Ice & Fuel Co.....	Bremerton
Bremerton Transportation Co.....	Seattle
Brenner Oyster Co., J. J.....	Olympia
Bridgers, Geo. G.....	Port Townsend
Brown, Will H.....	Seattle
Brown's Bay Logging Co.....	Seattle
Bruett & Borges.....	Olympia
Bullock, A. L.	Blaine
Burt, Robert H.....	Port Stanley
Bush, F. P. & O. L.....	Tacoma
Caldwell Transportation Co.....	Aberdeen
Cammon & Larson.....	Yoman
Carr, W. B.	Seattle
Cartmell, H. K.	Everett
Cary-Davis Towing Co.....	Seattle
Chehalis Boom Co.....	Aberdeen
Chesley Tug & Barge Co.....	Seattle
Christensen, Niels	Winslow
Clark, Geo. W.....	Sylvan
Columbia Transportation Co.....	Seattle
Coulter Towboat Co.....	South Bend
Cowan, A. E.	Grant
Cram, B. O.	Langley
Crews Tug & Barge Co.....	Bellingham
Crompton, Ed.	Quilcene
Crosby Towboat Co.....	Seattle
Curry, Chas.	Seattle
Dalles-Columbia Line	Portland, Ore.
Dalles, Portland & Astoria Nav. Co.....	Portland, Ore.
Darling, Albert M.....	Olympia
Davis, Addison	Mt. Vernon
Donovan, J. M.	Seattle
Dowell, S. L.	Seattle
Drummond Lighterage Co.....	Seattle
Dudley, W. B.	Islandale

NAME OF COMPANY.	ADDRESS.
Eagle Harbor Transportation Co.....	Winslow
East Side Launch Co.....	Tacoma
East Side Transportation Co.....	Wenatchee
Ehrich, E. A.	Yoman
Elder, Geo. H.....	Long Branch Island
Elliott, W. J.	Anacortes
Ellis, W. L.	Tacoma
Ennist & Stone Navigation Co.....	Aberdeen
Erickson & Jacobson.....	Hoquiam
Everett Tug & Barge Co.....	Everett
Eyre, Frederick	Mt. Vernon
Fabre, Frank	Seattle
Finsen, Fred H.....	Cornet
Forester Tugboat Co.....	Aberdeen
Foss Launch Co.....	Tacoma
Fowler & Egge.....	Stanwood
Frank Waterhouse & Co., Inc.....	Seattle
Freeland Transportation Co.....	Freeland
Frith, J. R.	Langley
Garrett, F. S.	Bellingham
Gradke, R. L.	Bellingham
Graham & Butcher.....	Aberdeen
Granger & Woodward.....	Bellingham
Grant, W. G.	Seattle
Grays Harbor Tugboat Co.....	Hoquiam
Grinrod, C. P.	Olympia
Hales Pass & Wollochet Navigation Co.....	Cromwell
Hall, Geo. A.	Olympia
Halvorsen, Albert	Eglon
Hamilton, J. E.	Anacortes
Hanson, Harry	Bremerton
Harkins Transportation Co.....	Portland, Ore.
Harley, C. S.	Seattle
Harvey, T. A.	Mt. Vernon
Haskell, J. H.	Harstine Island
Hastings Steamboat Co.....	Port Townsend
Hayes, Ed S.....	Bellingham
Hefner, Martin	Bremerton
Helser, D. R.	Olympia
Hendrickson, Ben	Port Ludlow
Henry, W. M.	Nahcotta
Hester, C. C.	Lowell
Hoeck, Ole	Ballard
Hoff, J. M.	Stellacoom
Holbrook, R. B.	Seattle
Hopper, E. W.	Ballard

NAME OF COMPANY.	ADDRESS.
Houchen, O. D.	Port Blakely
Humptulips Towing Co.	Aberdeen
Hunt, J. A.	Olympia
Husby, Edward	Seattle
Independent Sand & Gravel Co.	Aberdeen
Independent Towing Co.	Seattle
Inter-Island Navigation Co.	Friday Harbor
Island Belt Steamship Co.	Anacortes
Island Passenger & Express Co.	Friday Harbor
Island Transportation Co.	Seattle
Island Transportation Co.	Bellingham
Iverson, Peter	Poulsbo
Jackson, Andrew	Everett
Jakle, Wm.	Friday Harbor
Jesper, H. N.	Seattle
Johnson, H. R.	Tacoma
Johnson, Marion	Anacortes
Johnson & Nelson Trans. Co.	Olalla
Johnson Towing Co., Inc., N. L.	Seattle
Jones, B. L.	Bellingham
Joyce, Olof	Clinton
Judy Transportation Co.	Seattle
Keene, Ed. S.	Seattle
Kellogg Transportation Co.	Portland, Ore.
Key City Steamship Co.	Port Townsend
King & Winge.	Seattle
King County Ferry.	Seattle
Kingston Transportation Co.	Seattle
Kitsap County Transportation Co.	Seattle
Lake Chelan Boat Co.	Chelan
Lake Chelan Transportation Co.	Lakeside
Lake Whatcom Navigation Co.	Bellingham
Larsen, Ed.	Blaine
Larsen, L.	Portage
Lawrence, Oscar	Seattle
Lermond, Percy	Seattle
Leschi Boat House.	Seattle
Liberty Bay Transportation Co.	Poulsbo
Lien Bros.	Stanwood
Lillico Boat Co.	Seattle
Lindley Dock & Transportation Co.	Bellingham
Lorenz Bros.	Rosedale
Lummi Navigation Co.	Bellingham
Manette Transportation Co.	Manette
Marcy, Capt. R. O.	Seattle
Matney, Harvey	Brinnon

NAME OF COMPANY.	ADDRESS.
McAlmond, Henry	Dungeness
McDowell, Mathew	Tacoma
McPherson Bros. Co. Ferry.....	Brewster
Merchants Transportation Co.....	Tacoma
Merkley, E. R.	Seattle
Milwaukee Tugboat Co.....	Tacoma
Morrison & Co., H. H.....	Port Townsend
Mossman & Shaw.....	Bellingham
Munson, J. Kim.....	Shelton
Mystic Towboat Co.....	Seattle
Navy Yard Boat House Co.....	Port Orchard
Navy Yard Route, Inc.....	Seattle
Nelson, N. M.	Seattle
Nelson & Larsen.....	Everett
Nielson, Capt. P. A.....	Seattle
Noble, I. M.	Olympia
North Coast Tug Co.....	Seattle
North Shore Transportation Co.....	Deep River
Norton, C. A.	Anacortes
Olalla Freight Co.....	Olalla
Old Town Boat House Co.....	Tacoma
Olson, Albert	Poulsbo
Olympia & Tacoma Navigation Co.....	Tacoma
Olympic Launch & Towboat Co.....	Port Angeles
Pacific Towboat Co.....	Seattle
Pacific Transportation Co.....	Raymond
Peacock, Wm.	Bellingham
Pearl Trading Co.....	Port Angeles
Peck Bros. Towing Co.....	Everett
Peoples Transportation Co.....	La Center
Peoples Transportation Co.....	Portland, Ore.
Perry, Wiley F.....	Anacortes
Peterson, P. W.	Allyn
Pioneer Sand & Gravel Co.....	Seattle
Pitman & Douglas.....	Bellingham
Point Defiance Pavillion Co.....	Tacoma
Port Blakely Transportation Co.....	Port Blakely
Port of Seattle.....	Seattle
Puget Sound & Baker River Ry. & Boat Line.....	Everett
Puget Sound Naval Station Route.....	Seattle
Puget Sound Navigation Co.....	Seattle
Puget Sound Tugboat Co.....	Seattle
Raison, F.	Allyn
Reeves, A. V.	South Bend
Rickaby, Harry	Anacortes
River Transportation Co.....	South Bend

NAME OF COMPANY.	ADDRESS.
Robertson, Robert	Seattle
Rose, P. S.	Port Blakely
Rouse, A. G.	Seattle
Rowe, W. M.	Ferndale
San Juan Canning Co.....	Friday Harbor
Shaw, R. J.	Orcas
Shelton Transportation Co.....	Shelton
Shively, Otis L.	Seattle
Shutt, C. H.	Aberdeen
Simonsen & Son, L.....	Blaine
Sixth Avenue Boat House.....	Titlow Beach
Skagit Navigation Co.....	Stanwood
Skagit River Navigation & Trading Co.....	Seattle
Skelley, Alberly	Tacoma
Smith, Thos. E.	Meadowdale
Sneider, E. G.	Hoquiam
Sol Duc Hot Springs Co.....	Seattle
Soule Tug & Barge Co.....	Hoquiam
Sound Packet Lines	Seattle
Sparling, Geo. W.	Hoquiam
Spencer, Arthur H.	Freeland
Spoon, Henry	Aberdeen
Standard Towboat Co.....	Raymond
Stanley, James	Tacoma
Star Steamship Co.....	Seattle
Stevens, W. W.	Seattle
Still Harbor & Tacoma S. S. Co.....	Tacoma
Swanson, C. G.	Burton
Tacoma & Burton Navigation Co.....	Tacoma
Tacoma Tug & Barge Co.....	Tacoma
Tacoma Tugboat Co.....	Tacoma
Taylor & Son, S. K.....	New Kamilche
Thompson, Harry D.	Hoquiam
Thulsen, Mads	Silverdale
Thurber, Fred W.	Hoquiam
Tollaksen, M. E.	Seattle
Tow Boat Owners' Association.....	Seattle
Trafton, W. G.	Anacortes
Transit Towboat Co.....	South Bend
Tucker, O. R.	Tacoma
Turner, Harry	Seattle
Upper Columbia Steamship Co.....	Bridgeport
Upper Columbia Transportation Co.....	Pateros
Van Slyke, L. H.	Beverly
Vashon Island Freighting Co.....	Olalla
Vashon Navigation Co.....	Dockton

NAME OF COMPANY.	ADDRESS.
Vogelbaum & Olsen.....	Tacoma
Vollans, B. H.	Everett
Wake, A. H.	Seattle
Wallula Gap Ferry.....	Wallula
Washington Route	Chico
Washington Tug & Barge Co.....	Seattle
West Pass Transportation Co.....	Lisabuela
West Side Barge Co.....	Seattle
Western Transportation & Towing Co.....	Portland, Ore.
Weston, A. J.	Olympia
Whidby Island Sand & Gravel Co.....	Bellingham
Wick, H. O.	Seattle
Wiese, M. F.	Seattle
Willapa Transportation Co.....	South Bend
Wilson, Thomas	Elgin
Wilson Navigation Co.....	Aberdeen
Wishkah Boom Co.....	Aberdeen
Wood, Chas. A.	Anacortes
Wroten, Archie	Gig Harbor
Yeomans Boom Co.....	Pe Ell

STATEMENT SHOWING EXPENDITURES DURING FISCAL YEAR ENDING NOVEMBER 30, 1915, AND AMOUNT DISBURSED FROM 1913 AND 1915 APPROPRIATIONS.

PURPOSE OF EXPENDITURE	From 1913 Appropriation December 1, 1914, to March 30, 1915	From 1915 Appropriation April 1, 1915, to November 30, 1915	Total
1. Salary of commissioners.....	\$4,666 70	\$9,788 88	\$14,455 58
2. Salary of secretary.....	666 68	1,333 32	2,000 00
3. Salary of rate expert.....	1,000 00	2,000 00	3,000 00
4. Salary of assistant rate expert.....	500 00	1,000 00	1,500 00
5. Salary of track inspector.....	1,000 00	2,000 00	3,000 00
6. Salary of assistant track inspector.....	800 00	1,440 88	2,240 88
7. Salary of chief engineer.....	1,200 00	2,400 00	3,600 00
8. Salary of court reporter.....	600 00	1,200 00	1,800 00
9. Salary of law assistant.....	{ Included in Item 15 below }	1,200 00	.....
10. Salary of tariff stenographer.....		800 00	.....
11. Salary of tariff clerk.....		800 00	.....
12. Salary of assistant engineers.....	5,768 84	{ Included in Item 19 below }	
13. Salary of engineering accountant.....	800 00		
14. Salary of bookkeeper.....	600 00		
15. Salary of office employes.....	4,219 84		
16. Supplies and traveling expenses.....	11,651 27		
17. Furniture and fixtures.....	1,020 51	52,786 29	81,636 98
18. Laboratory equipment	1,996 18		
19. Salaries and expenses.....	.....	
Totals.....	\$36,485 02	\$76,748 32	\$113,233 34
Grade crossings	2,628 46	9,088 90	11,717 36
Printing	1,922 90	1,086 26	2,959 16
Grand Totals.....	\$41,036 38	\$86,873 48	\$127,909 86

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STATE OF WASHINGTON

Sixth Annual Report

OF THE

Public Service Commission
OF WASHINGTON

TO

THE GOVERNOR

COVERING THE PERIOD FROM
DECEMBER 1, 1915, TO NOVEMBER 30, 1916

OLYMPIA:
FRANK M. LAMBORN  PUBLIC PRINTER
1916

**THE PUBLIC SERVICE COMMISSION
OF WASHINGTON.**

E. F. BLAINE, Chairman.

ARTHUR A. LEWIS, FRANK R. SPINNING,
Commissioners.

J. H. BROWN, Secretary.

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In the grain department, which is practically self-supporting, there has been collected and paid into the treasury \$49,457.88, and there has been expended in salaries and other expenses \$39,530.64 from the earnings, and \$5,363.28 from the general fund, as provided in the appropriation bill.

The track scale and scales immediately associated with transportation are within the jurisdiction of this Commission. Since the passage of the track scale provision of the 1911 law, it has been the custom to collect \$20.00 for each scale test, from the railroad, or other scale owner, and these fees have been retained by the Commission, and the salary of the scale expert and expenses of the work have been paid therefrom. On February 24, 1913, a surplus in this fund was distributed to the railway companies which originally paid one-half the cost of the car, the other half being paid by the State of Oregon. November 30, 1916, the balance on hand was \$655.74. It is necessary that the testing car be repaired, which may entail an expense of \$250.00. We believe that the retention of these fees by the Commission should be discontinued and that the moneys should be turned into the state treasury, and the expenses should be paid in the same manner as expenses of the grain department, and we would suggest legislation to this end.

We are of the opinion the grain and hay laws should be extended so the chief inspector of the grain department with the approval of the Commission would be allowed to appoint hay weighers at such points of shipment as may be approved by the Commission; that the fees for all weighing should be turned into the

state treasury, and the weighers should be paid therefrom, not to exceed the amount of collections, and that the scales of these weighers and all other scales connected with transportation, including those upon industrial tracks, should be under scale testers of this commission, under a proper fee system.

In the year 1908 this Commission valued the following railroads: Northern Pacific, Great Northern, Oregon-Washington Railroad & Navigation Company, Washington & Columbia River, Port Townsend Southern, Columbia River & Northern, Columbia & Red Mountain, Washington & Great Northern, Spokane Falls & Northern, Washington, Idaho & Montana, Columbia & Puget Sound, North Yakima & Valley, Bellingham Bay & British Columbia, Tacoma Eastern, Ilwaco Railway & Navigation Company, Seattle & Montana, St. Paul, Minneapolis & Manitoba, Washington Central, Walla Walla & Columbia River, Snake River Valley, Spokane & Inland Empire, and Columbia & Palouse.

As the United States Government is now engaged in valuing all railroad properties in this state doing interstate business, we deem it advisable that this department co-operate with the Government to the end that the values heretofore made by this Commission be brought down to date and other properties not valued, be valued.

In 1908 a traffic study of the railroads of the commonwealth of Washington was made by this Commission, which has become practically obsolete. A traffic analysis of present conditions should be made, to include all steam and electric roads.

In conjunction with the foregoing we believe it the part of wisdom to have a switching charge study made

throughout the state. Should all the foregoing be undertaken and finished, it probably will be the basis for effective regulation on the part of the Commission and should also be of benefit to both the railroad companies and their patrons.

We have had conferences with the several utilities looking to the promulgation of new water, gas and electric rules and regulations, seeking to establish uniform rules, in harmony with those suggested by the Federal Bureau of Standards, and will, without unnecessary delay, establish the same.

We have also held conferences on demurrage and reciprocal demurrage, and switching charges, looking toward bettering conditions and the promulgating of proper rules.

That the work of valuation and kindred studies may be undertaken in co-operation with the Government, and that the Commission may properly present cases before the Interstate Commerce Commission and be represented in the national valuation of railroads it is essential that a special emergency appropriation be made.

This department has submitted a detailed budget for its regular work, under which it has asked appropriations as follows:

COMMISSION.

General—

Salaries and wages.....	\$129,300 00
Supplies, material and service.....	44,700 00
Capital outlays	1,500 00
Total.....	<u>\$175,500 00</u>

GRAIN DEPARTMENT.

General—

Salaries and wages (general fund)	\$13,000 00
Supplies, material and service (general fund)	1,500 00
Salaries and wages (grain fund)	77,350 00
Supplies, material and service (grain fund)	11,850 00
Capital outlays	800 00
Total	\$104,500 00

NOTE—Expenditures from the grain fund are in no event to exceed the collections of this department.

We recommend amendments to the Public Service Commission Act in the following particulars:

That section 80 of the Public Service Commission Law, as amended by Chapter 145 of the Laws of 1913, be further amended to provide that:

“Upon the filing of a complaint the Commission shall cause a copy thereof to be served upon the persons or corporation complained of, which *may* be accompanied by a notice fixing the time when and place where a hearing will be had upon such complaint and *requiring the respondent to answer the complaint and to serve and file such answer within seven days after the service of such notice; Providing, The time fixed for such hearing shall not be less than ten days after the date of service of such notice and complaint, excepting as herein provided; or the Commission may, upon the filing of complaint, cause a copy thereof to be served upon the person or corporation complained of, together with a notice requiring the respondent to answer the complaint and to serve and file such answer on or before the expiration of ten days from date of service of such notice, and at any time after the filing of the complaint the Commission may bring such proceeding on for hearing by serving on the com-*

plainant and respondent a notice fixing the time and place where such hearing will be held; Provided, The time fixed for hearing shall be not less than ten days after the date of service of the complaint and not less than five days after the date of service of such notice of hearing."

Under Section 80 as it now stands, the Commission is not authorized to require a respondent in a formal proceeding to answer the complaint until the proceeding has been assigned for hearing, and a citation, fixing the time and the place of such hearing, issued and served. The Commission should have some latitude in this respect, as it has been found in a considerable proportion of the cases filed with the Commission that an adjustment may be secured after answer is filed, or that issues raised by the answer require more time for investigation than anticipated at the time of assigning the proceeding for hearing, which necessitates continuances, and results in expense and inconvenience which would be unnecessary under the proposed amendment.

That Section 63 of the Public Service Commission Law be amended by adding thereto the following provision:

"The Commission may cause informal investigation of any accident, whether resulting in loss of life or injury to any passenger or employee or other person to be made by the inspector or any deputy inspector and, upon consideration of the report of such investigation, may, in its discretion, cause a formal investigation of such accident to be made."

The Commission's interpretation of the provisions of Section 63 of the Public Service Commission Law is that accidents of the character herein mentioned

should be investigated for the purpose of determining whether or not such accidents result from insufficient or improper character of appliances or equipment, or insufficient or improper rules or practices, to the end that proper steps may be taken to prevent future accidents from similar causes. Since the Public Service Commission Law became effective, the Commission has found that many accidents occur which do not result from insufficient or improper character of appliances or equipment, or insufficient or improper rules provided or practices permitted by the public utility involved and that informal investigation by the Commissioners' inspectors of safety appliances is usually sufficient to enable the Commission to determine whether or not a formal hearing would disclose such fact. Therefore, the Commission believes that it is unreasonable to require formal hearings for investigating all accidents which occur upon the lines of any common carrier resulting in the loss of life to any passenger or employee, as well as an unnecessary expenditure of public funds. Under the proposed amendment, the Commission would be authorized to cause a formal hearing to be held for investigation of such accidents, or, in its discretion, after investigation and report by an inspector of safety appliances, to close such investigation without a formal hearing.

We also renew our recommendation of two years ago, that provision be made by statute, for the refund of unused steamboat tickets. The present law only provides for refund of railroad transportation.

The Commission recommends that legislation be enacted requiring maintenance of warning signs on highways, approximately 300 feet on either side of all

grade crossings, outside the limits of cities authorized to frame their own charters.

We feel that we would fail in the performance of our duty if we did not call your attention to the manner in which this department is being housed. Should the records of this department be destroyed some of them could not be reproduced and those that could be would probably cost the state in the neighborhood of a quarter of a million of dollars. We are quite sure the man of ordinary business judgment who might have property of this particular kind and value would not keep them in other than a fireproof structure. Not only is this Commission without a proper place in which to store the property intrusted to its care, but the Commission has no permanent quarters and has been compelled to move on four different occasions in the last four years. In each move its classification of files has been greatly disturbed and valuable documents either misplaced or lost.

We take pleasure in calling to your attention the reports of the department heads embodied herewith.

DISPOSITION OF CASES AFFECTING STEAM RAILWAYS.

No. 1784.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
A. B. HUGHES, *Plaintiff*, v. OREGON-WASHINGTON RAILROAD & NAVI-
GATION COMPANY, A CORPORATION, *Defendant*.

Complaint relating to rate on saw logs from Wabash Lumber &
Hingle Company's spur to Tono, Washington.

April 13, 1915, complaint was withdrawn by A. B. Hughes, who
stated that the mill had ceased operating, and there being no further
movement of logs the cause for complaint had ceased to exist.

BE IT ORDERED BY THE COMMISSION, That this cause be, and the same
hereby is, dismissed.

No. 1813.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. THE
NORTHERN PACIFIC RAILWAY COMPANY, THE GREAT NORTHERN RAIL-
WAY COMPANY, THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COM-
PANY, THE MILWAUKEE TERMINAL RAILWAY COMPANY, THE COLUM-
BIA & PUGET SOUND RAILROAD COMPANY, THE OREGON-WASHINGTON
RAILROAD & NAVIGATION COMPANY, THE PUGET SOUND ELECTRIC
RAILWAY, THE PUGET SOUND TRACTION, LIGHT & POWER COMPANY,
THE PACIFIC NORTHWEST TRACTION COMPANY, *Respondents*.

Complaint relating to terminal facilities and switching service and
rates in Seattle, Washington.

This cause coming on to be heard on the plea and demurrer of the
Chicago, Milwaukee & St. Paul Railway Company, one of the respond-
ents, and the Commission being advised by the attorney general's of-
fice as to the law applicable to this proceeding, and the opinion of the
Commission being in harmony with that of the attorney general's office,
and the Commission being fully advised in the premises,

IT IS ORDERED, That this action be, and the same hereby is, dis-
missed.

No. 1821.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT
NORTHERN RAILWAY COMPANY, *Respondent*

Petition for discontinuance of agency at Dryden, Washington.

Respondent having requested leave to withdraw its petition for
authority to discontinue its agent at Dryden during certain months, filed
in the above entitled proceeding March 30, 1916, without prejudice to

the rights of the company to renew such petition at any time in the future,

It Is ORDERED, That respondent be, and it hereby is, authorized to withdraw said petition without prejudice to the rights of the company to renew the same at any time in the future.

No. 1823.

IN THE MATTER OF THE PETITION OF THE NORTHERN PACIFIC RAILWAY COMPANY FOR CLASSIFICATION AS OPERATING PROPERTY THE FOLLOWING DESCRIBED TRACTS: LOTS 1, 2, 3, AND 4, BLOCK 5 SUMNER, SUPPLEMENTAL; AND VACATED STREET LYING WESTERLY OF AND ADJOINING SAID BLOCK. TRACT 53.2, SECTION 24, TOWNSHIP 20, NORTH, RANGE 4 E. W. M., LESS PORTIONS FOR STREETS.

The application of the Northern Pacific Railway Company for classification of above described tracts as operating property has been investigated by the Commission and the Commission having found that said property is used and useful in the operation of respondent's railway system,

It Is ORDERED, That lots 1, 2, 3, and 4, block 5 Sumner, supplemental; and vacated street lying westerly of and adjoining said block and tract 53.2, section 24, township 20 north, range 4 E. W. M., less portions for streets, all of said property being in Pierce county, Washington, be, and such property hereby is, classified as operating property.

No. 1836.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY ET AL., *Respondents*.

Complaint relating to structural iron and steel from coast points to points inland.

It appearing to the Commission that the subject-matter of the above entitled proceeding has been adjusted to the satisfaction of the shippers, at whose request this proceeding was instituted,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1837.

W. L. HARTMAN, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint relating to maintenance of agency at Sherlock, Washington.

Complaint was filed with the Commission December 16, 1914, protesting against the abandonment of the station of Sherlock. The complainant having subsequently withdrawn his complaint,

It Is ORDERED, That this cause be, and the same hereby is, dismissed.

Cases Affecting Steam Railways

No. 1838.

SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF TOWN BUCODA, BY ITS MAYOR AND COUNCIL, *Relator*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint relating to re-establishment of agency at Bucoda, Wash-

cause of complaint having been met to the satisfaction of the complainant by the re-establishment of an agent at Bucoda,
It is ORDERED, That this cause be, and the same hereby is, dismissed.

No. 1839.

PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF P. PERRY LUMBER COMPANY, A CORPORATION, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Petition for order requiring respondent to re-establish agency and depot at McIntosh, Washington.

After investigation by the Commission, it appearing that the volume of business at McIntosh would not justify the granting of complainant's

It is HEREBY ORDERED, That this cause be, and the same hereby is, dismissed.

No. 1840.

PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

This cause came on to be heard this 16th day of August in the District of Columbia, before Chairman E. F. Blaine, Commissioners Arthur Lewis and Frank R. Spinning; the respondent being represented by C. S. Albert; the Spokane and British Columbia Railway being represented by W. T. Beck, and it appearing from the statements of counsel that the parties who requested that the above entitled action be brought, ceased to have any further interest in physical connection between the railroad properties of the Great Northern and the Spokane and British Columbia Railway, and were no longer interested in switching charges or privileges and that each of said railroads advised that all tracks beyond the town of Republic are industrial and being fully advised in the premises,

It is ORDERED, That this action be, and the same hereby is, dismissed.

No. 1864.

Re application of Northern Pacific Railway Company for classification of the following described property as operating property:

Tray House Site at Thomas, King county, Washington.

Location of John M. Thomas Donation Claim No. 42 in section 36-40 N.M., described as follows: Beginning on westerly line N. P.

Ry. right of way, 1081 feet southerly from north line section 36-22-4; thence south 1 deg. 29 min. east along said right of way line 222.6 feet; thence south 88 deg. 31 min. west, 90.2 feet; thence north 27 deg. 58 min. west, 215 feet; thence north 78 deg. 58 min. 30 sec. east, 192 feet to beginning; containing .68 of an acre, more or less.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT IS ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1866.

In re application of Northern Pacific Railway Company for classification of the following described property as operating property:

"Arlington Gravel Pit." Portion of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ section 34, described as follows: Beginning at point of intersection of east line section 34 with northeasterly line of right of way of Northern Pacific Railway; thence north 260 feet on section line; thence west to northeasterly line of right of way; thence southeasterly along right of way to beginning, being portion of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ section 34-32 N. 5 E.; 0.92 acres.

Portion of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 35, lying between lines 150 and 250 feet, respectively, northeasterly from and parallel with present center line of main track of Northern Pacific Railway, being in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 35-32 N., 5 E.; 1.31 acres.

Portion of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 35, lying between lines 50 and 250 feet, respectively, distant northeasterly from and parallel with center line of Northern Pacific Railway main track as now located and extending from northerly line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$, southeasterly 755 feet measured along said center line of railway, being in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 35-32 N., 5 E.; 1.88 acres.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT IS ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1868.

In re application of Northern Pacific Railway Company for classification of the following described property as operating property:

Right of way of revised line of the Northern Pacific Railway from Edgecomb to Kruse, in Snohomish county, Washington, over and across the following described tracts of land, the width of such right of way and acreage thereof located within each of such tracts being specified below:

Description	Sec.	Twp.	Rge.	Width	Acres
Lot 1	4	30	5 E	100 ft.	3.23
Lot 2	4	30	5 E	100 ft.	1.06
SW $\frac{1}{4}$ NE $\frac{1}{4}$	4	30	5 E	100 ft.	3.58
NW $\frac{1}{4}$ SE $\frac{1}{4}$	4	30	5 E	100 ft.	1.06
NE $\frac{1}{4}$ SW $\frac{1}{4}$	4	30	5 E	100 ft.	2.74
N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	4	30	5 E	100 ft.	.85
S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	4	30	5 E	100 ft.	.84
N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	4	30	5 E	100 ft.	.84
S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	4	30	5 E	100 ft.	.84
Pt. N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	30	5 E	100 ft.	.15
Pt. N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	30	5 E	100 ft.	1.43
S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	30	5 E	Irreg.	1.08
SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	30	5 E	Irreg.	.17
W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	26	31	5 E	Irreg.	.55
NE $\frac{1}{4}$ NE $\frac{1}{4}$	27	31	5 E	100 ft.	1.10
SE $\frac{1}{4}$ NE $\frac{1}{4}$	27	31	5 E	100 ft.	3.50
NE $\frac{1}{4}$ SE $\frac{1}{4}$	27	31	5 E	100 ft.	1.24
NW $\frac{1}{4}$ SE $\frac{1}{4}$	27	31	5 E	100 ft.	2.25
SW $\frac{1}{4}$ SE $\frac{1}{4}$	27	31	5 E	100 ft.	3.24
SE $\frac{1}{4}$ SW $\frac{1}{4}$	27	31	5 E	Irreg.	.23
N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	31	5 E	100 ft.	.96
S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	31	5 E	100 ft.	1.80
E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	34	31	5 E	Irreg.	2.90
W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	34	31	5 E	100 ft.	1.00
SW $\frac{1}{4}$ NW $\frac{1}{4}$	34	31	5 E	100 ft.	1.72
SE $\frac{1}{4}$ NW $\frac{1}{4}$	34	31	5 E	100 ft.	2.01
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34	31	5 E	100 ft.	3.56
SW $\frac{1}{4}$ SW $\frac{1}{4}$	34	31	5 E	100 ft.	.85

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT IS ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1869.

In re application of Northern Pacific Railway Company for classification of the following described tracts as operating property:

Right of way of revised line of the Northern Pacific Railway from McMurray to Montborne in Skagit county, Washington, over and across the following described tracts, the width of such right of way and acreage thereof located within each of such tracts being specified below:

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Width</i>	<i>Acres</i>
Lot 2	25	33	4 E	Irreg.	.60
Lot 3	25	33	4 E	Irreg.	1.75
Lot 9	6	33	5 E	100 ft.	2.96
Lot 1	7	33	5 E	100 ft.	2.50
NE $\frac{1}{4}$ NE $\frac{1}{4}$	7	33	5 E	100 ft.	1.47
SE $\frac{1}{4}$ NE $\frac{1}{4}$	7	33	5 E	100 ft.	3.30
SW $\frac{1}{4}$ NW $\frac{1}{4}$	8	33	5 E	100 ft.	.71
NE $\frac{1}{4}$ SW $\frac{1}{4}$	8	33	5 E	100 ft.	.01
NW $\frac{1}{4}$ SW $\frac{1}{4}$	8	33	5 E	100 ft.	4.20
SW $\frac{1}{4}$ SW $\frac{1}{4}$	8	33	5 E	Irreg.	1.00
SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	33	5 E	100 ft.	3.22
NE $\frac{1}{4}$ NW $\frac{1}{4}$	17	33	5 E	100 ft.	3.07
SE $\frac{1}{4}$ NW $\frac{1}{4}$	17	33	5 E	100 ft.	3.10
NE $\frac{1}{4}$ SW $\frac{1}{4}$	17	33	5 E	100 ft.	2.50
NW $\frac{1}{4}$ SW $\frac{1}{4}$	17	33	5 E	Irreg.	2.90
SW $\frac{1}{4}$ SW $\frac{1}{4}$	17	33	5 E	Irreg.	2.80
SE $\frac{1}{4}$ SE $\frac{1}{4}$	18	33	5 E	Irreg.	2.10
NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	33	5 E	100 ft.	3.22
SE $\frac{1}{4}$ NE $\frac{1}{4}$	19	33	5 E	100 ft.	2.04
NE $\frac{1}{4}$ SE $\frac{1}{4}$	19	33	5 E	Irreg.	1.64
NW $\frac{1}{4}$ SE $\frac{1}{4}$	19	33	5 E	Irreg.	.16
SE $\frac{1}{4}$ SW $\frac{1}{4}$	19	33	5 E	Irreg.	1.92
SW $\frac{1}{4}$ SE $\frac{1}{4}$	19	33	5 E	Irreg.	1.31
Lot 1	30	33	5 E	Irreg.	.09
Lot 2	30	33	5 E	Irreg.	1.08

Town of Montborne:

- Lots 1 to 4, block 51.
- Lots 9 and 10, block 51.

Reserve Addition:

- All block 1.
- All block 2.
- Lots 10 to 20, block 3.
- Lots 1 and 2, block 4.
- Lots 12 and 13, block 4.
- Lot 1, block 5.

Those portions lots 2 and 5 to 10, block 5 lying southwesterly of a line par with and 50 feet northeasterly at right angles from Northern Pacific Railway right of way.

Those portions lots 1 to 4, block 6, lying southwesterly of a line par with and 50 feet northeasterly at right angles from Northern Pacific right of way.

Right of way of revised line of Northern Pacific Railway from Sedro Woolley to Wickersham, in Skagit county, over and across the following described tracts of land, the width of such right of way and acreage thereof located within each of said tracts, being specified below:

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Width</i>	<i>Acres</i>
Lot 3	2	35	4 E	Irreg.	4.41
Lot 4	2	35	4 E	Irreg.	.65
SW $\frac{1}{4}$ NW $\frac{1}{4}$	2	35	4 E	Irreg.	5.17
SE $\frac{1}{4}$ NW $\frac{1}{4}$	2	35	4 E	Irreg.	.21
NW $\frac{1}{4}$ SW $\frac{1}{4}$	2	35	4 E	100 ft.	3.08
SW $\frac{1}{4}$ SW $\frac{1}{4}$	2	35	4 E	Irreg.	4.27
NE $\frac{1}{4}$ SE $\frac{1}{4}$	10	35	4 E	Irreg.	.51
SE $\frac{1}{4}$ SE $\frac{1}{4}$	10	35	4 E	Irreg.	1.15
NW $\frac{1}{4}$ NW $\frac{1}{4}$	11	35	4 E	Irreg.	7.48
SW $\frac{1}{4}$ NW $\frac{1}{4}$	11	35	4 E	100 ft.	3.09
NW $\frac{1}{4}$ SW $\frac{1}{4}$	11	35	4 E	100 ft.	2.58
SW $\frac{1}{4}$ SW $\frac{1}{4}$	11	35	4 E	100 ft.	1.94
SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	35	4 E	25 ft.	.72
NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	35	4 E	Irreg.	7.06
NW $\frac{1}{4}$ SW $\frac{1}{4}$	13	35	4 E	Irreg.	2.94
SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	35	4 E	Irreg.	4.50
SW $\frac{1}{4}$ NW $\frac{1}{4}$	13	35	4 E	100 ft.	1.94
SE $\frac{1}{4}$ NE $\frac{1}{4}$	14	35	4 E	100 ft.	2.97
SW $\frac{1}{4}$ NE $\frac{1}{4}$	14	35	4 E	Irreg.	3.92
NW $\frac{1}{4}$ NW $\frac{1}{4}$	14	35	4 E	100 ft.	3.29
SW $\frac{1}{4}$ NW $\frac{1}{4}$	14	35	4 E	100 ft.	1.91
SE $\frac{1}{4}$ NW $\frac{1}{4}$	14	35	4 E	100 ft.	3.17
NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	35	4 E	25 ft.	.80
SE $\frac{1}{4}$ NE $\frac{1}{4}$	35	36	4 E	100 ft.	.50
NE $\frac{1}{4}$ SE $\frac{1}{4}$	35	36	4 E	100 ft.	3.35
NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	36	4 E	100 ft.	1.30
SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	36	4 E	100 ft.	1.93
SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	36	4 E	100 ft.	.57
SE $\frac{1}{4}$ SW $\frac{1}{4}$	35	36	4 E	100 ft.	2.15
NE $\frac{1}{4}$ SE $\frac{1}{4}$	13	36	4 E	Irreg.	.40
SE $\frac{1}{4}$ SE $\frac{1}{4}$	13	36	4 E	100 ft.	2.43
NE $\frac{1}{4}$ NE $\frac{1}{4}$	24	36	4 E	Irreg.	.25
NE $\frac{1}{4}$ NE $\frac{1}{4}$	24	36	4 E	Irreg.	2.00
SE $\frac{1}{4}$ NE $\frac{1}{4}$	24	36	4 E	Irreg.	11.25
NE $\frac{1}{4}$ SE $\frac{1}{4}$	24	36	4 E	200 ft.	5.96
SE $\frac{1}{4}$ SE $\frac{1}{4}$	24	36	4 E	Irreg.	5.81
SW $\frac{1}{4}$ SE $\frac{1}{4}$	24	36	4 E	Irreg.	1.35
NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	36	4 E	Irreg.	2.27
SW $\frac{1}{4}$ NE $\frac{1}{4}$	25	36	4 E	Irreg.	2.31
SE $\frac{1}{4}$ NE $\frac{1}{4}$	25	36	4 E	Irreg.	2.06
NE $\frac{1}{4}$ SE $\frac{1}{4}$	25	36	4 E	Irreg.	1.26
NW $\frac{1}{4}$ SE $\frac{1}{4}$	25	36	4 E	Irreg.	4.65
SW $\frac{1}{4}$ SE $\frac{1}{4}$	25	36	4 E	Irreg.	3.41
NW $\frac{1}{4}$ NE $\frac{1}{4}$	25	36	4 E	Irreg.	3.00
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	36	4 E	100 ft.	1.84
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	36	4 E	100 ft.	3.10
SW $\frac{1}{4}$ NW $\frac{1}{4}$	36	36	4 E	100 ft.	3.79
SE $\frac{1}{4}$ NW $\frac{1}{4}$	36	36	4 E	100 ft.	.73
SE $\frac{1}{4}$ SE $\frac{1}{4}$	6	36	5 E	Irreg.	.25
NE $\frac{1}{4}$ NE $\frac{1}{4}$	7	36	5 E	Irreg.	.25
NW $\frac{1}{4}$ NE $\frac{1}{4}$	7	36	5 E	100 ft.	2.90
SW $\frac{1}{4}$ NE $\frac{1}{4}$	7	36	5 E	100 ft.	2.85

Description	Sec.	Twp.	Rge.	Width	Acres
NW¼ SE¼	7	36	5 E	100 ft.	.71
NE¼ SW¼	7	36	5 E	100 ft.	2.30
SE¼ SW¼	7	36	5 E	100 ft.	3.39
SE¼ SW¼	7	36	5 E	Irreg.	.14
NE¼ NW¼	18	36	5 E	Irreg.	.01
Lot 1	18	36	5 E	100 ft.	3.10
Lot 2	18	36	5 E	100 ft.	3.10
Lot 3	18	36	5 E	Irreg.	5.21

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It IS ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1895.

In re application of Northern Pacific Railway Company for classification of the following described property as operating property:

Right of way of the Simcoe branch of the Northern Pacific Railway (formerly North Yakima & Valley Railway) over and across the following described tracts:

The width of such right of way and the acreage lying within each of the following described tracts, being as specified below:

Description	Sec.	Twp.	Rge.	Width	Acres
SW¼ SW¼	29	11	20 E	100 ft.	1.44
NE¼ NE¼	32	11	20 E	100 ft.	.23
NW¼ NW¼	32	11	20 E	100 ft.	3.05
NE¼ NE¼	31	11	20 E	100 ft.	3.03
NW¼ NE¼	31	11	20 E	100 ft.	3.04
NE¼ NW¼	31	11	20 E	100 ft.	3.03
NW¼ NW¼ (Lot 1)	31	11	20 E	100 ft.	1.73
NE¼ NE¼	36	11	19 E	100 ft.	3.06
NW¼ NE¼	36	11	19 E	100 ft.	3.07
NE¼ NW¼	36	11	19 E	100 ft.	3.06
NW¼ NW¼	36	11	19 E	100 ft.	3.07
NE¼ NE¼	35	11	19 E	100 ft.	3.02
NW¼ NE¼	35	11	19 E	100 ft.	3.02
NE¼ NW¼	35	11	19 E	100 ft.	3.02
NW¼ NW¼	35	11	19 E	100 ft.	3.02
NE¼ NE¼	34	11	19 E	100 ft.	3.07
NW¼ NE¼	34	11	19 E	100 ft.	3.06
NE¼ NW¼	34	11	19 E	100 ft.	3.06
NW¼ NW¼	34	11	19 E	100 ft.	3.07
NE¼ NE¼	33	11	19 E	100 ft.	3.01
NW¼ NE¼	33	11	19 E	Irreg.	4.92
NE¼ NW¼	33	11	19 E	100 ft.	3.03
NW¼ NW¼	33	11	19 E	100 ft.	3.03
NE¼ NE¼	32	11	19 E	100 ft.	3.02
NW¼ NE¼	32	11	19 E	100 ft.	3.02
NE¼ NW¼	32	11	19 E	100 ft.	3.02

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Width</i>	<i>Acres</i>
NW $\frac{1}{4}$ NW $\frac{1}{4}$	32	11	19 E	100 ft.	3.04
NE $\frac{1}{4}$ NE $\frac{1}{4}$	31	11	19 E	100 ft.	3.04
NW $\frac{1}{4}$ NE $\frac{1}{4}$	31	11	19 E	100 ft.	3.04
NE $\frac{1}{4}$ NW $\frac{1}{4}$	31	11	19 E	100 ft.	3.03
NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 1)	31	11	19 E	100 ft.	3.65
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	11	18 E	100 ft.	3.03
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	11	18 E	100 ft.	3.04
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	11	18 E	100 ft.	3.02
NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	11	18 E	100 ft.	3.02
NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	11	18 E	100 ft.	3.07

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1902.

In re application of Northern Pacific Railway Company for classification as operating property of the following described tracts:

Lots 3, 8 and 9, block 23, Cain's Addition to the city of Walla Walla, Washington.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1905.

In re application of Northern Pacific Railway Company for classification of the following described tracts as operating property:

All of lot 8, block 57, corrected plat of the city of Hoquiam, Washington.

The southwesterly 110 feet of lots 4 to 6, block 65, corrected plat of the city of Hoquiam, Washington.

All of lots 9 to 11, in block 65, corrected plat of the city of Hoquiam.

Unplatted tract lying between lots 9 and 10, block 65, and lot 3, tract 3, plate 3, Hoquiam tide and shore lands (Tax No. 1-A, Sec. 11-17-10.)

All of block 66, corrected plat, city of Hoquiam, Washington.

That portion of vacated 10th street, corrected plat of the city of Hoquiam, Washington, lying north of United States shore line.

That portion of vacated L street of corrected plat, city of Hoquiam, Washington, lying north of United States shore line.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1906.

In re application of Northern Pacific Railway Company for classification of the following described property as operating property:

Right of way of Cowiche branch of the Northern Pacific Railway (North Yakima & Valley Railway) over and across the following described tracts of land, the width of such right of way and the acreage thereof located within each of said tracts being as specified below:

Subdivision	Sec.	Twp.	Rge.	Width	Acres
NW¼ SE¼	9	13 N	18 E	Irreg.	5.68
NE¼ SW¼	9	13 N	18 E	75 ft.	1.07
SE¼ SW¼	9	13 N	18 E	75 ft.	2.38
NE¼ NW¼	16	13 N	18 E	50 ft.	1.18
NW¼ NW¼	16	13 N	18 E	50 ft.	1.67
NE¼ NE¼	17	13 N	18 E	50 ft.	1.50
NW¼ NE¼	17	13 N	18 E	50 ft.	1.62
NE¼ NW¼	17	13 N	18 E	50 ft.	1.57
NW¼ NW¼	17	13 N	18 E	50 ft.	1.17
SW¼ SW¼	8	13 N	18 E	50 ft.	.47
SE¼ SE¼ (and lot 8, Ditter Bros. Orchard Tracts)	7	13 N	18 E	Irreg.	1.22
NE¼ NE¼	18	13 N	18 E	75 ft.	1.65
NW¼ NE¼	18	13 N	18 E	Irreg.	1.61
SW¼ SE¼ (and lot 9, Ditter Bros. Orchard Tracts)	7	13 N	18 E	Irreg.	.78
NE¼ NW¼	18	13 N	18 E	75 ft.	2.49
NE¼ NE¼	13	13 N	17 E	50 ft.	1.42
SE¼ SE¼	12	13 N	17 E	100 ft.	.59
SW¼ SE¼	12	13 N	17 E	100 ft.	3.27
SE¼ SW¼	12	13 N	17 E	100 ft.	3.87
SW¼ SW¼	12	13 N	17 E	100 ft.	1.19
NW¼ SW¼	12	13 N	17 E	100 ft.	2.52
NW¼ NE¼	11	13 N	17 E	Irreg.	.54
NE¼ SE¼	11	13 N	17 E	100 ft.	3.11
SE¼ NE¼	11	13 N	17 E	100 ft.	.44
SW¼ NE¼	11	13 N	17 E	100 ft.	4.00
NW¼ NW¼	18	13 N	17 E	75 ft.	2.60

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1907.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v.
OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, *Respondent*.

Proceeding, instituted at the request of the Spokane Merchants Association, relating to reasonableness of switching charges in Spokane, Washington.

The Commission, having been advised by the Spokane Merchants Association that it is agreeable to the members of said association to permit the tariffs involved in the above entitled proceeding to remain in their present status upon condition that the dismissal of the above entitled action be made without prejudice,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed without prejudice.

No. 1921.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
BYRNE-TURNER COMPANY, *Complainants*, v. GREAT NORTHERN RAIL-
WAY COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
PACIFIC NORTHWEST TRACTION COMPANY AND BELLINGHAM & NORTH-
ERN RAILWAY COMPANY, *Respondents*.

This cause came on for hearing at Olympia, Washington, in the Senate chamber at the hour of 11:00 o'clock a. m., the 25th day of August, 1916, before the Public Service Commission of Washington, there being present Chairman E. F. Blaine and Commissioners Arthur A. Lewis and Frank R. Spinning, Assistant Attorney General Scott Z. Henderson and Rate Expert O. O. Calderhead; the complainant being represented by Mr. Turner of the Bryne-Turner Company; the respondents being represented by Judge F. V. Brown, attorney for the Great Northern Railway Company; Mr. Kimbal, Assistant General Freight Agent, Great Northern Railway Company; Mr. Barkwill, attorney for the Chicago, Milwaukee & St. Paul Railway Company; Mr. E. W. Soergel, Chief Clerk, General Freight Department, Chicago, Milwaukee & St. Paul Railway Company and Bellingham & Northern Railway Company, and Mr. W. H. Somers, Traffic Manager Pacific Northwest Traction Company. The respective parties having introduced their evidence and proofs and the Commission being fully advised in the premises makes the following

FINDINGS OF FACT.

I

That the complainant is a corporation engaged in the manufacture, sale and shipment of wood stave water pipe and wooden tanks in Bellingham, Washington.

II

That respondents are corporations owning, controlling, operating and managing railroads in the state of Washington for public use in the conveyance of persons and property for hire between points within this state.

III

That complainant's manufacturing plant is located on the railway line of the Pacific Northwest Traction Company at point "A" between Bellingham and the station of Larson, as shown on the sketch attached to these findings.

IV

That at Larson and Silver Beach at point "E," marked upon the sketch, are extensive lumber manufacturing plants from which large shipments of lumber and lumber products are made to points in the state of Washington, and beyond, on the lines of respondents.

V

That Larson and Silver Beach are local stations on the line of the Northern Pacific Railway between Bellingham and Wickersham; that the lumber and shingle mills at Larson and Silver Beach are reached by the rails of the Pacific Northwest Traction Company and the Northern Pacific Railway. The Bellingham & Northern Railway also reaches mills by spur track extending from a point on its main line in Bellingham to mills.

VI

That the Bellingham & Northern Railway is a subsidiary company of the Chicago, Milwaukee & St. Paul Railway Company.

VII

That the respondent Great Northern Railway Company has, and has had, not connection by its own rails with the lumber plant at point "B," and, in order to share in the shipments originating at "B," the Great Northern Railway Company has arranged with the Pacific Northwest Traction Company, whose road passes through "B," and the Bellingham & Northern Railway Company, to join in and establish a through route and joint rates on lumber and shingle shipments from mills at "B," and intermediate points, and local and competitive points on the line of the Great Northern Railway. This agreement permits the Great Northern Railway thereby to share in the lumber and shingle shipments originating at "B," and enables it to compete with the Northern Pacific as to lumber and shingle freight originating at that point; that the joint rates from mills at "B" to local and competitive points on the Great Northern Railway are the same as the rates applying from Bellingham to such local and competitive points.

VIII

This through route and joint rate agreement does not include the shipments of water pipe, and although the plant of the complainant is intermediate between points "B" and "C" or "D," the shipment of pipe

from complainant's plant must bear a switching charge at "B" of \$2.50 and at "D" an additional charge of \$2.50 when forwarded to local non-competitive points on the Great Northern Railway. When a shipment from complainant's plant goes to a competitive or transcontinental point on the Great Northern Railway the switching charge is absorbed.

IX

The plant of the complainant is not extensive and only a few cars of pipe are shipped annually over the Great Northern or the Bellingham & Northern Railways. There is scarcely any comparison in the amount of tonnage originating at the plant of complainant, with the tonnage originating at point "B."

X

On the pipe from complainant's plant shipped on the line of the Great Northern Railway from January 1, 1915, to June 30, 1916, the Great Northern Railway received a revenue of \$.0230 per ton per mile. That upon the lumber shipped from point "B" by this carrier during a portion of the same period, it received a revenue of \$.0143 per ton per mile. The car earnings per mile were as follows: Pipe, \$.348, lumber, \$.387, the minimum weight on cars of pipe being 30,000 pounds and the minimum on cars of lumber is graduated according to cubical capacity, from 30,000 to 50,000 pounds.

OPINION.

The complainant asks that its plant, or its products, be put on as favorable a basis as to a through route and joint rate, or as to absorption of switching charges, as are the lumber and shingle products of plants at "B." In other words, if one commodity is granted a through route and joint rates, or a switching charge is absorbed as to it, that a like concession must be granted to every commodity within the territory covered by the special provisions. We cannot agree with such a contention. Commodities of marked similarity must be treated practically alike. Raw lumber and articles manufactured from raw lumber are, as a rule, quite dissimilar. In railroad tariffs structural steel has one rating, while structural steel partially prepared for some structure, takes a wholly different rating. Many elements enter into rate making and also into the establishment of through route and joint rates and the absorption of switching charges. It is common knowledge and certainly an historic fact that when the Great Northern Railway reached the Pacific Coast that the managers of that system sought to build up an extensive trade with the Orient. To do this it was necessary that commodities be procured from the middle west, the east and south, and that cars coming loaded to the Pacific Coast should be returned with cargoes. It was known that tonnage entering the United States from the Orient was not heavy. There was only one way in which freight cars in large numbers moving to the coast could be returned loaded to the east, and that was by the development of the

lumber business in western Washington. That this might be done various inducements were made. Practically all lumber plants were, regardless of their location, put on an equal basis, and the rates to and from all points "blanketed" as much as possible. Undoubtedly this resulted in a great benefit to the whole state, for it permitted, not only a wonderful development of its natural resources, but it made possible cheap low grade lumber, in the country west of the Rocky mountains and therefore increased its consumption. From that day to this lumber in its raw state has made up in western Washington the greatest tonnage for our railroads. As a rule, when in cars, it moves long distances and there is slight danger of injury or destruction in its shipment. It can be carried in almost any class of equipment and can be loaded to carrying capacity of cars. It is in all particulars a desirable freight and naturally some concessions are made to it. When these concessions are not unreasonable, the companies granting them cannot be said to discriminate in favor of one commodity as against another. We do not believe, therefore, that we would be justified in ordering the respondents, or some of them, to establish a through route and joint rate as to the product of the complainant's plant. It is a small plant and furnishes but a limited amount of freight to the respondents. Under the statute, before the Commission can order a through route and joint rate, it must find "that the public necessities and convenience demand it." Surely there is nothing in the evidence which tends to show that the public of necessity must have the output of complainant's plant or that the public will be inconvenienced thereby to such an extent as to demand a concession to the output of that plant. Nor do we feel ourselves at liberty to order any of the respondents to absorb a so-called switching charge, that the product of complainant's plant may, at a lower cost, reach consumers, for the Interstate Commerce Commission in re rates on hay to Chicago, Vol. 34, I. C. C. Reports, page 150, states:

"In *Board of Trade of Chicago v. A., T. & S. F. Ry. Co.*, 29 I. C. C., 438, it was held that the failure of five carriers to absorb the switching charges on grain delivered to Chicago industries off their lines, while absorbing such charges in the cases of other commodities, did not constitute unlawful discrimination."

Railroads have, and probably always will, compete for business and, thus far, they have never been denied the right to use the so-called switching charge, if reasonable in itself, in competition, as long as like commodities in a given field have been treated alike.

ORDER.

WHEREFORE IT IS ORDERED, That the complaint of complainant be, and the same hereby is, dismissed.

No. 1930.

In re application of Northern Pacific Railway Company for classification of the following described tracts as operating property:

A strip 20 feet wide by about 130 feet long on the Sly side of and adjoining 70 foot right of way of Northern Pacific Railway Company in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 7-28-6 E., containing .06 acres, more or less.

A strip 20 feet wide by about 310 feet long on the southerly side of and adjoining the 100 foot right of way of the Northern Pacific Railway Company in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 12-28 N., 5 E., containing .15 acres, more or less.

A strip 20 feet wide by about 500 feet long on the southerly side of and adjoining the 100 foot right of way of Northern Pacific Railway Company in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12-28 N., 5 E., containing .23 acres, more or less.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 1932.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, A CORPORATION, AND GREAT NORTHERN RAILWAY COMPANY, A CORPORATION, *Respondents*.

Proceeding relating to reasonableness of switching rates at Spokane, Washington.

The Commission, having been advised by the Spokane Merchants Association that it is agreeable to the members of said association to permit the tariffs involved in the above entitled proceeding to remain in their present status upon condition that the dismissal of the above entitled action be made without prejudice,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed without prejudice.

No. 1958.

CITY FUEL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint relating to placing cars on "No Man's Spur" in Seattle, Washington.

It appearing to the Commission that the subject matter of the above entitled proceeding has been adjusted by respondent to the satisfaction of complainant,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1972.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF TAYLOR & KEMP, PROPRIETORS OF THE PROSSER FLOURING MILL, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, AND CAMAS PRAIRIE RAILROAD COMPANY, *Respondents*.

This cause came on for hearing before the Public Service Commission of Washington at Olympia, Washington, on October 29, 1915, Chairman C. A. Reynolds and Commissioners Arthur A. Lewis and Frank R. Spinning being present. Complainant was represented by Mr. E. W. R. Taylor, a member of the firm of Taylor & Kemp. The Northern Pacific Railway Company and Camas Prairie Railroad Company were represented by Mr. L. B. da Ponte, their attorney; the Oregon-Washington Railroad & Navigation Company was represented by Mr. A. C. Spencer, its attorney; the Commission was represented by Mr. Scott Z. Henderson, Assistant Attorney General. Witnesses were sworn and examined and hearing concluded. The Commission having considered the evidence, and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

Complainants Taylor & Kemp are proprietors of a flour mill located at Prosser, in Benton county, Washington. The respondents are railway companies operating, controlling and managing railways in the state of Washington for the transportation of persons and property for the public for hire.

II

Complainants have owned and operated a flour mill at Prosser, Washington, for about twenty years last past. The capacity of said mill, when operated on full time, is approximately 190 barrels per day. This mill is located in the town of Prosser, and on Yakima river about one-fourth mile from the Northern Pacific station in said town. For the past eight or ten years complainants have manufactured flour from Turkey Red wheat. For several years last past they have used Turkey Red wheat almost exclusively, having advertised hard wheat flour and built up a substantial trade thereby. Throughout the grain growing districts of the state of Washington a large amount of Turkey Red wheat is produced, but only a limited portion of the Turkey Red wheat grown in the state contains such a percentage of wet gluten as is required for the production of a high grade flour. A limited quantity of Turkey Red wheat of the grade suitable for producing high grade flour is grown in the vicinity of Ritzville, and west of Ritzville along the line of the Northern Pacific Railway. Substantial quantities of high grade Turkey Red wheat are produced in the Eureka Flat district in Walla Walla county, in Adams, Franklin, Columbia and Garfield counties, and in that portion of Whitman county near or adjacent to the Snake river. In the Eureka Flat district in Walla Walla county, in

Adams, Franklin, and Columbia counties, the localities producing Turkey Red wheat are served by the lines of the Northern Pacific Railway Company and the Oregon-Washington Railroad & Navigation Company, with the result that part of such wheat produced in such localities is shipped over the Northern Pacific lines, and a substantial proportion thereof over the lines of the Oregon-Washington Railroad & Navigation Company, facilities for delivering such wheat to shipping points usually controlling the selection of points of shipment by the producers. The Turkey Red wheat grown in the southern part of Whitman county, in the district near or adjacent to Snake river, is shipped in part from the line of the Oregon-Washington Railroad & Navigation Company, traversing such district, and in part over the Camas Prairie Railroad. Complainants make some local shipments of flour and by-products to local points along the line of the Northern Pacific Railway Company for limited distances in either direction from Prosser, but the larger portion of the output of the mill is shipped to Puget Sound points. In the manufacture of flour and by-products complainants are in direct competition with flouring mills located at Kennewick, Ellensburg, Thorp and Coast points. Owing to the scarcity of Turkey Red wheat carrying a sufficiently high percentage of wet gluten to render such wheat available for manufacturing high grade flour, there exists sharp competition for such wheat between the various flour mills in the state. Operators of mills having access to all or a large portion of the several districts in which high grade Turkey Red wheat is grown, over the lines of the various railways serving such districts, enjoy a material advantage over a flour mill whose access to such districts is limited, and a flour mill having limited access to such districts, or which is restricted to the use of a part only of the railway lines serving such districts, is placed at a disadvantage and cannot successfully compete with other mills not so situated.

III

Prior to about August 5, 1912, the Northern Pacific Railway line alone traversed the district from Wallula, in Walla Walla county, westerly through Benton county and Yakima county, which line extended through to Seattle and to Tacoma, Washington, and maintained a connection with the line of the Oregon-Washington Railroad & Navigation Company at Wallula in Walla Walla county, and until about August 5, 1912, complainants' mill at Prosser was on an equal footing with the flouring mill located in North Yakima, (recently destroyed by fire) and the mills at Kennewick, Thorp, Ellensburg and coast points in respect to through rates and milling in transit privileges. About nine months prior to August 5, 1912, the Northern Pacific Railway Company and the Oregon-Washington Railroad & Navigation Company established joint rates with milling in transit privileges available to the mill at Prosser and other mills on the Northern Pacific Railway between Prosser and the coast, which joint rates, with milling in transit privileges, were continued in force until August 5, 1912. Under these joint rates with

milling in transit privileges complainants' mill at Prosser enjoyed access to the same districts, and over the same lines, as were available to its competitors. About August 5, 1912, the Oregon-Washington Railroad & Navigation Company completed the construction of a railway line extending from Wallula, Walla Walla county, northwesterly through Attalia and Burbank in Walla Walla county, and Kennewick in Benton county, Grandview in Yakima county, and to North Yakima in Yakima county, at which last named point connection was made with the Northern Pacific Railway line. The line so constructed by the Oregon-Washington Railroad & Navigation Company practically paralleled the Northern Pacific Railway between the points named, but did not enter Prosser, in Benton county.

The Oregon-Washington Railroad & Navigation Company's line was located, and is now maintained, on the north side of the Yakima river, at a distance of approximately one and one-half miles from the town of Prosser, and something over one and one-half miles from the Northern Pacific Railway Company's station in Prosser. A station was located on the line of the Oregon-Washington Railroad & Navigation Company approximately one and one-half miles north of Prosser, which station is known as North Prosser. Complainants' mill is located about one-fourth mile from the Northern Pacific Company's station in Prosser, and approximately one and one-half miles from the Oregon-Washington Railroad & Navigation Company's station in North Prosser. On August 5, 1912, the Oregon-Washington Railroad & Navigation Company cancelled the joint rates with milling in transit privilege theretofore established in connection with the Northern Pacific Railway Company from points on the lines of the Oregon-Washington Railroad & Navigation Company east of Wallula, Walla Walla county, via Wallula on Northern Pacific Railway through Prosser and to points west of Prosser, including Seattle and Tacoma and other coast points, and, in connection with the Northern Pacific Railway Company, established joint rates from points on the Oregon-Washington Railroad & Navigation Company's lines east of Attalia, Walla Walla county via Oregon-Washington Railroad & Navigation Company's line to North Yakima, and via Northern Pacific Railway Company's line from North Yakima to points of destination west thereof, with milling in transit privilege on grain at North Yakima and points on the Northern Pacific Railway Company's line between North Yakima and points of destination west thereof, and directly intermediate, the effect of which was to deprive complainants' mill at Prosser of joint rates, with milling in transit privileges at Prosser, from points on the lines of the Oregon-Washington Railroad & Navigation Company east of Wallula, Walla Walla county, while permitting complainants' competitors at North Yakima, Ellensburg, Thorp and other points to continue receiving the benefit of such joint rates with milling in transit privilege, thereby depriving complainants of access to the several districts hereinbefore described in which high grade Turkey Red wheat is produced, in so far as such

access depended upon transportation of grain on any of the lines of the Oregon-Washington Railroad & Navigation Company serving such districts, or either of them, without restricting complainant's competitors in that respect, giving complainants' competitors a material advantage over complainants in the competition in which they were engaged, and placing complainants at a distinct disadvantage in regard thereto.

IV

In receiving and delivering grain and grain products from and to the Northern Pacific Railway Company's line in Prosser, complainants are required to wagon-haul such grain and products between the Northern Pacific Railway Company's station and complainants' flour mill, a distance of one-fourth mile, at a cost of 20c per ton. In receiving and delivering grain and grain products from and to the Oregon-Washington Railroad & Navigation Company's line at North Prosser complainants are required to wagon-haul such grain and grain products between complainants' mill in Prosser and the Oregon-Washington Railroad & Navigation Company's station in North Prosser, a distance of approximately $1\frac{1}{2}$ miles, at a cost of 50c per ton. The distance between complainants' mill in Prosser and the Oregon-Washington Railroad & Navigation Company's station in North Prosser practically deprives the complainants of all benefit which might otherwise result to complainants through the maintenance and operation of the Oregon-Washington Railroad & Navigation Company's line.

Prosser is a town of from 1,200 to 1,400 inhabitants. Drayage facilities to the extent such facilities are maintained in the large cities of the state are not available. Loading out carload shipments from the Prosser Mill to the North Prosser station requires considerable more time than loading out shipments from the railway station in Prosser. The same is true as to the difference in time required in unloading cars received at North Prosser and at Prosser. During the fall, winter and spring seasons road conditions add to the delay in forwarding or receiving such shipments via North Prosser.

The additional time required for loading out or receiving shipments at North Prosser, the inconvenience to the patron and the additional expense caused thereby, are such that the existing through route via North Prosser is of no practical benefit to the town of Prosser or the Prosser mill, and the cost of handling shipments over such route is prohibitive.

V

The local rates on grain, flour and mill feed from points in Washington on the line of the Oregon-Washington Railroad & Navigation Company and the Camas Prairie Railroad Company east of the Columbia river to destination at Seattle and Tacoma and intermediate points on the line of the Northern Pacific Railway Company, taking the same rates, when applied to through shipments milled in transit at Prosser are approximately 70 per cent higher than the joint rates established

by respondents between the same points over existing through route. Such local rates, when applied to such through shipments, are more than the service is worth and are prohibitive.

VI

The Commission finds, concludes and is of the opinion that the through route from points on the Oregon-Washington Railroad & Navigation Company's lines and the line of the Camas Prairie Railroad Company in Washington east of the Columbia river via the Oregon-Washington Railroad & Navigation Company's line from Attalia to North Yakima, and via Northern Pacific Railway Company's line from North Yakima to Seattle and Tacoma and intermediate points, with or without milling in transit privilege at North Prosser, is not a satisfactory through route, and that no satisfactory through route or joint rate exists between such points in Washington on the line of the Oregon-Washington Railroad & Navigation Company or the line of the Camas Prairie Railroad Company east of the Columbia river, via the town of Prosser, to Seattle or Tacoma or intermediate points in Washington west of the town of Prosser on the Northern Pacific Railway line; and that the local rates and charges enforced over the lines of respondents between the points described via Prosser are unjust, unreasonable and excessive when applied to through shipments of grain, flour and mill feed milled in transit at Prosser.

VII

The maintenance of satisfactory through routes and joint rates, with milling in transit privileges, develops milling industries at interior points in the state where available water power sites may be utilized, and the needs of such communities may be economically and properly supplied without backhauling flour and other mill products from distant terminals; such routes, rates and privileges prevent the centralization of milling industries at terminal points where mill sites, power and other requirements are more expensive than at interior points, and also tend to prevent the concentration of population at terminal points, to the detriment of the state at large.

When satisfactory through routes and joint rates with milling in transit privileges are provided for the interior mills engaged in competition with the Prosser mill, a satisfactory through route, joint rates and milling in transit privilege should be provided for the Prosser mill. Otherwise undue and unreasonable preference and disadvantage will be given some localities of the state and persons and corporations operating flour mills thereat, to the detriment and undue and unreasonable prejudice and disadvantage of the town of Prosser and complainant.

The Commission finds, concludes and is of the opinion that the public necessities and convenience demand the establishment of a through route and joint rate on grain, flour and mill feed from all points in Washington on the lines of the Oregon-Washington Railroad

& Navigation Company in Adams, Franklin, Walla Walla, Columbia and Garfield counties and all points in Washington on the last named company's line in Whitman county, south and west of Winona and on the line extending from Winona easterly through Colfax and Pullman to the Washington and Idaho boundary line, via Oregon-Washington Railroad & Navigation Company's lines, Wallula, Washington and Northern Pacific Railway and from all points in Washington on the Camas Prairie Railroad, via Camas Prairie Railroad, Riparia, Washington, Oregon-Washington Railroad & Navigation Company's line, Wallula, Washington, and Northern Pacific Railway, to Seattle and Tacoma, Washington and intermediate points taking the same rate, and that milling in transit be permitted at Prosser when the product is destined Seattle or Tacoma, Washington, or intermediate points taking the same rate, subject to transit privilege charge.

VIII

Respondents maintain service facilities for interchange of cars at Riparia and Wallula, Washington.

OPINION.

Respondents contend that there exists a satisfactory through route and joint rate, and that the Oregon-Washington Railroad & Navigation Company cannot be required to establish a through route in connection with the Northern Pacific Railway Company via Kennewick, Attalia or Wallula and via Northern Pacific Railway from either of such points to Seattle or Tacoma or intermediate points carrying the same rate, because such route would deprive the Oregon-Washington Railroad & Navigation Company of the haul on its line from Attalia to North Yakima.

The first contention raises the question: What is a satisfactory through route?

The Public Service Commission law provides that every common carrier shall furnish adequate and sufficient service facilities to enable it to promptly and expeditiously receive, transport and deliver property and to promote the convenience of its patrons. The law also provides that all persons receiving cars for loading shall promptly and expeditiously load the same, and that all persons receiving property shall promptly and expeditiously receive and remove the same from the cars.

These factors in transportation of property are of such recognized importance that they have become prominent subjects of regulation.

In determining whether the existing through route is a "satisfactory through route" the subjects just referred to should receive consideration.

The existing through route does not enable the carriers to receive or deliver property as promptly and expeditiously, or to promote the convenience of their patrons as well as may be reasonably required of the service facilities of these carriers forming the proposed route. The existing route does not enable shippers located at Prosser, receiving

cars for loading, to load the same as promptly and expeditiously as such shippers may load cars received over the proposed route, nor does the existing through route enable shippers located in Prosser, receiving property over such route at North Prosser, to remove such property from cars at North Prosser as promptly and expeditiously as when receiving property at Prosser over the proposed route.

The inconvenience of the patron and the delay in loading and unloading cars at North Prosser caused by the additional wagon haul of at least one and a quarter miles makes the existing through route an unsatisfactory through route.

Furthermore, the expense of wagon hauling grain, flour and mill feed between North Prosser and Prosser, amounting to 50c per ton each way and increasing the transportation cost by more than 60c per ton on flour and mill feed manufactured at Prosser from grain received at North Prosser and reshipped under the transit privilege, above the transportation cost by the proposed through route, is an unnecessary expense and an economical waste, and is another factor which makes the existing through route an unsatisfactory through route within the meaning of the statute. Although rates may not be adjusted to equalize differences in relative locations of shippers, this additional transportation expense and unnecessary waste is a proper and material factor to be considered in determining whether or not the existing through route is a satisfactory through route; otherwise a through route passing shippers at a distance of 3, 5 or 10 miles could be successfully defended as a satisfactory through route, notwithstanding the presence of service facilities suitable for forming a through route passing directly through the town in which such shippers may be located, as the Northern Pacific Railway line in this instance passes directly through the town of Prosser.

Other factors for consideration in determining whether or not a through route is a satisfactory through route for transportation of property are:

A difference in distance on the existing route and the proposed route.

A difference in cost of transportation over such routes.

These factors are not present in this case in so far as the rail haul is concerned, but the delay in loading and unloading cars, resulting from the extra wagon haul, equals a material difference in distance on the rail haul, while the difference in transportation cost resulting from the same cause, is equivalent to a substantial difference in rail rates.

All of the factors here considered are subjects of public service regulation and affect the public necessities and convenience.

The public necessities and convenience demand the re-establishment of the old through route with milling in transit privileges, for the reason that with a satisfactory through route and transit privileges grain may be milled at interior points in the state and flour, bran,

shorts, chopped and rolled feed and other mill products economically supplied to the various interior communities.

If the carriers are permitted to injure or destroy the milling business in one locality by denying satisfactory through route with transit privileges, such carriers may, on the same principle, and by the same method, injure or destroy milling industries at other interior points. The large flour mills at Spokane are dependent upon the maintenance of satisfactory through routes with transit privileges just the same as are flour mills located at Harrington, Wenatchee, Palouse, Walla Walla, Ellensburg, Prosser and other interior points. Without such through routes and transit privileges none of the interior mills could continue operation because a large proportion of their products are manufactured from grain milled in transit and then shipped to Puget Sound points or Portland and sold in competition with mills manufacturing products from grain shipped from interior points on terminal rates. Should the interior mills be deprived of satisfactory through routes with transit privileges they would be driven to terminal points in order to secure rates which would enable them to compete with the tide water mills with the result that the flour, bran and other grain products consumed at interior points would be back hauled with additional freight charges imposed, while the many water power sites now utilized by flour mills in the interior could not be used for milling purposes.

The Interstate Commerce Commission in *The Transit Case*, 24 I. C. C. 340, said:

"The business man who employs the transit privilege looks upon it as a useful and in many cases as an exceedingly profitable practice. Indeed, we recognize that in most instances transit is now a commercial necessity, because of its almost universal application and on account of the development which certain lines of business have taken entailing heavy investments."

Since section 15 of the act to regulate commerce was amended so as to confer upon the Interstate Commerce Commission authority to determine and prescribe what individual or joint regulations or practices, as well as rates and charges, should be observed and followed (substantially as provided in section 53 of our Public Service Commission law) the Interstate Commerce Commission has repeatedly required carriers to establish through routes and joint rates and to extend milling in transit privileges, holding that the practice of milling in transit affects the rate and is a practice which the commission is authorized to require and to regulate.

See *In re Transportation of Wool, Hides and Pelts*, 23 I. C. C., page 15;

The Transit Case, 24 I. C. C., page 344;

Spiegels v. S. R. Y. Co., 25 I. C. C., page 71;

In re Transportation of Wool, Hides and Pelts, 25 I. C. C., page 675 (second hearing);

Central Commerce Co. v. Louisville and Nashville Railway Co., 27 I. C. C., page 114.

The principle observed by the Interstate Commerce Commission in the cases just cited has been recognized and followed by the supreme court of the United States in at least one instance.

See *Atchison Railway Co. v. United States*, 232 U. S. 218.

The second proposition urged by the Oregon-Washington Railroad & Navigation Company is: The Commission may not require the re-establishment of the old through route because such through route would deprive the Oregon-Washington Railroad & Navigation Company of the haul from Attalla to North Yakima on wheat milled in transit by the Prosser mill.

The re-establishment of the old through route is necessary in order to avoid the injustice of placing a locality or shipper at a material disadvantage in respect to other localities or competing shippers by requiring such locality or shipper to use a route which entails the delay, inconvenience and additional expense shown in this case and to deny such locality or shipper a more convenient, expeditious and economical route for the sole purpose of allowing a carrier to secure a longer haul than it would otherwise. It is not intended that the old through route be re-established for all shipments of grain, flour or mill feed, but for such of those commodities only as may be milled in transit at Prosser.

Because of prohibitive expense, delay and inconvenience attendant upon the use of the existing through route, the Prosser mill cannot, in the ordinary course of business, take advantage thereof. Consequently the re-establishment of the old through route will not divert from the Oregon-Washington Railroad & Navigation Company's line between Attalla and North Yakima, business which otherwise would move over that line, so that respondent's plea that the order prayed for will, if made effective, deprive it of its property, is without foundation.

The Commission does not consider that this contention would be tenable even if the Oregon-Washington Railroad & Navigation Company should, through the re-establishment of the old through route, fail to control the routing of freight originating on its line and thereby secure a shorter haul than it would otherwise.

The law does not recognize the claim by a carrier of the right to control the routing of freight originating on its lines any more than it recognized the right in a carrier to control the routing of a passenger who commences a journey at a non-competitive point on its line.

Section 57 of chapter 117 of the Laws of 1911 provides in substance, that when the Commission shall be of opinion, after hearing, etc., that no satisfactory through route or joint rate exists between any two points on two or more railways in the state and the public necessities and convenience demand the establishment of a through route and a joint rate between such points, the Commission may order such railways to establish such through route and may establish and fix a joint rate, etc.

The foregoing provisions contain the only authority recognized by the law, under which a carrier may control, directly or indirectly, the routing of freight or passengers, whether originating on its line or not.

If a satisfactory through route between two such points exists, the carriers may not be required to establish another through route between the same points, but if no satisfactory through route exists and the public necessities and convenience demand the establishment of a through route and joint rate, the desire of the carrier to control the routing of passengers or freight must yield to the public necessities and convenience even if the establishment of a satisfactory through route results in preventing passengers or freight moving over a portion of the line of one of such carriers which would be used if such passengers or freight were confined to the through route found to be unsatisfactory.

Section 57, *supra*, contains no provision whereby the interest of a carrier in securing a long haul is made paramount to the public necessities and convenience and we do not believe that such a provision may or should be read into the statute.

The Interstate Commerce Commission in the case of *Toledo Produce Exchange v. A. A. R. Co.*, 27 I. C. C., page 43, said:

"As a matter of everyday fairness a carrier should not be needlessly deprived of traffic which it originates. However, this doctrine can be carried too far. It is sometimes urged with a persistence and dogmatic intolerance suggestive of an attempt to apply the feudal theory to modern transportation. As we have said before, we fully recognize the right of the carrier to get the long haul out of the traffic which it originates; but the right is strictly subordinate to the public interest, and when its assertion results in unreasonable and unjust rates or restrictions on the conduct of business it cannot be approved."

To allow the Oregon-Washington Railroad & Navigation Company the longest possible haul in this case would impose upon the Prosser mill unnecessary inconvenience, delay and expense, and place such mill and the town of Prosser, a water power milling point, at an undue disadvantage in respect to competition with mills located at other interior points and terminal points in the state. As hereinbefore shown, the public necessities and convenience require the maintenance of milling industries at interior points, particularly where water power is available and we believe that the interest of the carriers in securing the long haul is subordinate to the public necessities and convenience and must yield to the public interest.

WHEREFORE, IT IS ORDERED, That respondents establish a through route for the transportation of grain, flour and mill feed to be milled at Prosser, Washington, from all points in Washington on the Oregon-Washington Railroad & Navigation Company's lines in Adams, Franklin, Columbia, Garfield and Walla Walla counties and in Whitman county south and west of Winona and on the line from Winona through Colfax and Pullman to the Washington and Idaho boundary line, via Oregon-Washington Railroad & Navigation Company's lines, Wallula, Washington, and Northern Pacific Railway and from all points on the Camas Prairie Railroad, via Camas Prairie Railroad, Riparia, Washington, Oregon-Washington Railroad & Navigation Company's line, Wal-

lula, Washington, and Northern Pacific Railway, to Seattle and Tacoma, Washington, and intermediate points taking the same rate, with milling in transit privileges at Prosser, Washington, subject to milling in transit charge.

IT IS FURTHER ORDERED, That respondents establish joint rates on grain, flour and mill feed for application over the through routes herein ordered established. This order shall become effective at the expiration of thirty days from date of service hereof.

No. 1980.

THE TRANSPORTATION BUREAU OF THE NEW SEATTLE CHAMBER OF COMMERCE, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY ET AL., *Respondents*.

Complaint relating to rates on salt from Seattle, Tacoma and Everett, to interior points in Washington.

It appearing to the Commission that the subject-matter of the above entitled cause has been adjusted by respondents to the satisfaction of the complainant,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1985.

HILL LOGGING COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing at Seattle, Wash., on Wednesday, February the 16th, 1916, at ten o'clock a. m., in the assembly room of the Chamber of Commerce, there being present Chairman Chas. A. Reynolds, and Commissioners Arthur A. Lewis and Frank R. Spinning, the complainant being represented by Mr. Walter Metzenbaum, its attorney, and respondent by Mr. J. W. Quick, its attorney; at which time testimony was taken and exhibits filed covering the matter complained of.

The complainant in petition duly filed alleges that on certain carloads of logs the rates applying to boom sticks were charged, but that the shipment properly consisted of *saw logs*, and was entitled to rates specified in respondent's tariff for the movement of saw logs, and asks for reparation in the sum of \$49.05, such sum being the difference between the rates as charged for boom sticks, and the amount that would have accrued had the shipment been charged the rates applying on saw logs, as provided for in the tariffs of the respondent on file with this Commission.

And the Commission having fully considered the evidence, and being advised in the premises, makes the following

FINDINGS OF FACT.

I

The tariffs of the respondent provide for rates on saw logs, and also for rates on piles, poles, boom sticks and long timbers, the latter rates being uniformly in excess of the rates provided for saw logs.

II

From the testimony it appears that the shipment consisted of logs that were to be used as boom sticks, but that they were not *finished* boom sticks at the time of movement. It is not as a rule customary nor practicable to finish boom sticks ready for the chains at point of shipment; and such finishing process is only completed after the logs have been placed in the water.

III

The logs involved in this complaint consisted of pieces varying in length from sixty-six to sixty-eight feet, with a diameter of from fifteen to eighteen inches at the top; and at least a portion of the shipment was rejected on account of not being up to size and specifications contained in the order; therefore, at least a portion of the shipment must have been under fifteen inches in diameter, and sticks of such given dimensions can be used for either piling or boom sticks.

IV

No evidence was submitted showing that the shipment in question was actually saw logs and passed through the mill as saw logs.

V

The Commission is therefore of the opinion that the rate as charged for boom sticks on this shipment was properly assessed according to the tariffs of the respondent;

THEREFORE, IT IS BY THE COMMISSION ORDERED, That this case be and the same is hereby dismissed.

No. 1990.

PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF E. J. STRELAU, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington, on the 31st day of December, 1915, at Olympia, Wash.; there being present Chairman Chas. A. Reynolds, and Commissioners Arthur A. Lewis and Frank R. Spinning; the complainant being present in person, and the defendant being represented by its attorney, Mr. J. W. Quick, at which time and place testimony was taken and exhibits filed.

In this case the basis of complaint is that discrimination exists in freight rates on hay and potatoes in carload lots, in the existing rates between points on the Naches branch of the Northern Pacific Railway as compared with rates on the same commodities from points on the Sunnyside branch of the Northern Pacific Railway, to Seattle and Tacoma, the complainant alleging that discrimination exists against points on the Naches branch by reason of the fact that such points are approximately twenty-eight miles nearer to the markets of Seattle and Tacoma than are points on the Sunnyside branch, and that the rates are approximately one and one-half cents higher on hay, and three cents higher on potatoes per 100 pounds from the Naches branch than from the Sunnyside branch. No question is raised as to the reasonableness of the rates, but complaint is based solely upon the ground of discrimination, and that such discrimination is unreasonable, due to the fact that distances between points of shipment and the markets are as stated above.

The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

That the Northern Pacific Railway Company has a branch line extending from Sunnyside Junction to Grandview, a distance of 19.6 miles; that the distance from North Yakima to Sunnyside Junction is 22.4 miles; that the distance from Grandview to North Yakima is 42 miles; that 19.6 miles of this distance is a branch line haul.

II

That the Northern Pacific Railway Company has a branch line extending in a westerly direction from North Yakima to Naches, a distance of 13.6 miles.

III

That the Northern Pacific Railway Company in its tariff on file with the Commission names a rate on hay in carload lots of eleven and three-quarters cents per hundred pounds from Grandview to Seattle and Tacoma, and on potatoes a rate of thirteen cents per one hundred pounds in carload lots from Grandview to Seattle or Tacoma.

IV

That the carload rates from Naches to Seattle and Tacoma on hay and potatoes are thirteen cents and sixteen cents, respectively.

V

That the line of the Oregon-Washington Railroad & Navigation Company was extended from Attalia, Washington, to North Yakima, Washington, in a westerly direction from its Portland-Spokane main line during the month of March, 1911, and that such Attalia-North Yakima line parallels the Sunnyside branch, and the main line of the

Northern Pacific Railway about midway between the two from Grandview westerly to Granger, approximately fourteen miles.

VI

That prior to the completion of the Oregon-Washington Railroad & Navigation Company's line (the Attalia-North Yakima line), rates on hay and potatoes in carload lots from Grandview to Seattle were thirteen and one-half cents and fourteen and one-half cents, respectively.

VII

That prior to the construction of the Attalia-North Yakima line the Oregon-Washington Railroad & Navigation Company's rates on hay and potatoes, from Mabton, on the main line of the Northern Pacific Railway opposite Grandview, were eleven and three-quarters cents and thirteen cents, respectively; that effective March, 1911, the rates on hay and potatoes from Grandview to Seattle and Tacoma were reduced by the Northern Pacific Railway Company to twelve and three-quarters cents and fourteen cents, respectively; that effective December 29, 1911, said rates were further reduced by the Northern Pacific Railway Company to eleven and three-quarters cents and thirteen cents, respectively.

VIII

That effective July 10, 1914, the Northern Pacific Railway Company reduced the rates on hay and potatoes from Naches to Seattle and Tacoma, from fourteen and three-quarters cents and eighteen cents, to thirteen and sixteen cents, respectively.

IX

That prior to the operation of the Oregon-Washington Railroad & Navigation Company's line between the Sunnyside branch and the main line of the Northern Pacific Railway, the rates on the Sunnyside branch of the Northern Pacific Railway to Seattle and Tacoma were higher than from points equi-distant and opposite on the main line; that shortly after the advent of the Oregon-Washington Railroad & Navigation Company's line, the Northern Pacific Railway Company was compelled to join the Oregon-Washington Railroad & Navigation Company in naming rates to Seattle and Tacoma from points on the Oregon-Washington Railroad & Navigation Company's line, Grandview to Granger, inclusive, on the same basis as was in effect on the main line of the Northern Pacific Railway in order to prevent tonnage being diverted from the main line of the Northern Pacific Railway serving the same territory to the markets of Portland, Ore., and thus depriving the Northern Pacific Railway of any of the haul. (See testimony of S. J. Henry, page 20.)

X

That the Oregon-Washington Railroad & Navigation Company was compelled, by the proximity of the main line of the Northern Pacific Railway, to name the same rates on hay and potatoes as was named by the Northern Pacific Railway Company from such main line points,

and thus in turn the Northern Pacific Railway Company was required to maintain approximately the same rates from points on its Sunnyside branch as are named on its main line to Seattle and Tacoma, the distance at no point being greater than five miles between the Sunnyside branch of the Northern Pacific Railway and the main line of the Oregon-Washington Railroad & Navigation Company; so that if any difference in rates was established the effect would be to divert traffic to the line having the lower rate, to the manifest injury of the other line.

XI

That no such competitive conditions exist with respect to points located on the Naches branch of the Northern Pacific Railway, and, while as a general rule the rates for a greater distance should not be less than for a shorter distance, in the case under consideration the difference in rates is not unjust or unreasonably discriminatory.

XII

That comparison cannot properly be made between two rates where one is compelled by competition and the other is not, and that in this cause no question is raised as to the reasonableness of the rates, either from Grandview or Naches.

THEREFORE, Based on the above findings, and, inasmuch as the reasonableness of the Naches rates is not before the Commission in this cause, the Commission concludes that undue or unreasonable discrimination has not been shown to exist.

THEREFORE, In view of the above findings and conclusions, it is by the Commission

ORDERED, That this cause be and is hereby dismissed.

No. 1993.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint relating to L. C. L. rates, Vancouver, Washington, to Everett, Washington.

The complainant having consented to the dismissal of the above entitled proceeding,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1994.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint relating to fourth class C. L. and L. C. L. rates, from Hoquiam, Washington, to Everett, Washington.

The complainant having consented to the dismissal of the above entitled proceeding,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1995.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainants*, v. GREAT NORTHERN EXPRESS COMPANY, *Respondent*.

Complaint relating to express rates on fruit and vegetables from Wenatchee to Everett, Washington.

It appearing that the subject-matter of the above entitled proceeding has been adjusted by the respondent in a manner satisfactory to the complainant, and that complainant has requested dismissal of this proceeding.

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1996.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Complaint relating to freight rates on fruit and vegetables from Wenatchee to Everett, Washington.

The complainant having consented to the dismissal of the above entitled proceeding,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1997.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT COMMERCIAL CLUB, INC., *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Complaint relating to freight rates on canned milk from Monroe, East Stanwood, Mount Vernon, Kent and Auburn to Everett.

It appearing to the Commission that the subject-matter of the above entitled action has been satisfactorily adjusted,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4035.

THE MERCHANTS' EXCHANGE OF SEATTLE, WASHINGTON, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, HARTFORD EASTERN RAILWAY COMPANY, PACIFIC NORTHWEST TRACTION COMPANY, GREAT NORTHERN RAILWAY COMPANY, SPOKANE & INLAND EMPIRE RAILROAD COMPANY, SPOKANE INTERNATIONAL RAILWAY COMPANY, COLUMBIA & PUGET SOUND RAILWAY COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, IDAHO & WASHINGTON NORTHERN RAILROAD COMPANY, CAMAS PRAIRIE RAILROAD COMPANY AND OREGON TRUNK RAILWAY COMPANY, *Respondents*.

OPINION.

This proceeding involves the reasonableness of proposed increase of minimum loading weight for carload shipments of flour and mill products consisting of twenty-six articles manufactured from alfalfa, barley, beets, corn, clover, wheat, buckwheat, potatoes, oats and rye. The present minimum loading weight for carload shipments of the articles referred to is 15 tons. Respondents propose to increase such minimum to 20 tons.

For several years prior to October, 1902, the minimum loading weight for carload shipments of grain, as well as shipments of flour and mill products, was ten tons. In October, 1902, the rail carriers then engaged in business in this state increased the minimum loading weight for carload shipments of flour and mill products to twelve tons and, at the same time, inaugurated a graduated scale of minima for carload shipments of grain, based on the marked capacity of the cars ordered. The twelve-ton minimum remained in effect for a period of about eight years. In December, 1910, the carriers increased the minimum to 15 tons, which minimum was permitted by the carriers to remain in effect for a period of about six years. In January, 1916, respondents filed supplements to their several tariffs increasing the minimum from 15 tons to 20 tons. These supplements were suspended by the Commission.

It is a matter of common knowledge that the agricultural and industrial development of the state was proportionately greater during the six or eight years which immediately preceded the two-ton advance in 1902 and the eight years which immediately preceded the three-ton advance in 1910, than during the six years which preceded the advance of five tons proposed in January, 1916. The increase of the minimum by two tons made in 1902, and the increase of three tons made in 1910, were apparently justified by the state of development in 1902 and 1910, and we believe that the present state of development now justifies an increase of three tons at this time. We do not believe that the minimum loading weight can be increased five tons at this time with substantial justice to the many small village or country merchants, for the reason that market conditions with which these shippers have to con-

tend limit the quantity of flour or mill feed which may be handled by them without the imposition of a practical hardship on them.

The evidence shows that the average village or country merchant who can handle 15 tons of flour or 15 tons of mill feed has, by reason of the incomplete development of the various localities in which such merchants are engaged in business, serious difficulty in turning over that quantity within a reasonable period and therefore is hard pressed in financing or securing credit for transacting that particular branch of his business. A 15-ton carload of flour is worth at least \$600. An increase of five tons in the minimum would require the purchase of 20 tons of flour having a value of not less than \$800. A 15-ton carload of mill feed is worth from \$450 to \$500. An increase of five tons in the minimum would require the purchase of a 20-ton carload, having a value of not less than from \$500 to \$550. From thirty to forty days are required by the average village or country merchant for disposing of a carload of flour or a carload of mill feed and, under the system of credits generally in effect throughout the state, considerably more time is required for liquidating the investment or credit involved.

It has been suggested by the carriers that a merchant whose locality is unable to consume a 20-ton shipment within a reasonable period, could ship 15 tons and pay the freight on the basis of the 20-ton minimum without increasing the total cost of the carload shipment more than one or two per cent. This method of doing business would increase the freight charges 33 1-3 per cent on a 15-ton shipment, which would have the same effect as an actual discrimination in freight rates favoring the larger shipper to the prejudice and disadvantage of the smaller shipper. There are many localities in the state where the retail business is conducted by two or three merchants, one of whom may have the larger proportion of the trade and is thereby enabled to handle 20-ton shipments, while the smaller merchant is unable to handle such large shipments. For the smaller merchant to adopt the suggestion made by the carriers and to ship 15 tons, paying freight on 20 tons, would place him at such a disadvantage that the chances for success would be very much against him.

The evidence produced by the shippers relating to the state of development of the rural localities in the state served by the small retailers and the consequent limitations on the quantity of the commodities involved, which it is practicable for such dealers to handle, was undoubtedly offered in the best of faith and is entitled to full weight, although on first impression such evidence seems to be strongly controverted by the evidence produced by the carriers relating to actual shipments made during various periods. Careful analysis of these statements has convinced us that there is no real discrepancy between the evidence offered by the shippers and the evidence produced by the carriers. The Chicago, Milwaukee & St. Paul Railway Company showed that during the year 1915, 34 cars of flour and feed were shipped over its line from Seattle to Enumclaw. Nine cars were loaded above 40,000

pounds. Twelve cars were loaded below 35,000 pounds. Four cars were loaded to, or below, 30,000 pounds. It was not shown whether there was one or were several retailers of these commodities engaged in business in Enumclaw during that period. Neither was it shown that Enumclaw was fairly representative of the many small communities throughout the state served by local dealers.

The Great Northern Railway Company showed that, during a period of six months 1,704 carloads of flour and mill feed moved over its lines between points in the state; that such cars were loaded on the average to 42,746 pounds per car and that about 10 per cent of such cars were loaded as low as 30,000 pounds per car. We understand that the 1,704 cars referred to included shipments from mills in eastern Washington to terminal points, as well as from mills or jobbers to dealers in the various large and small communities in the state.

The Oregon-Washington Railroad & Navigation Company submitted a statement which we believe is more nearly representative of shipments to local dealers in village or country communities than are the statements submitted by the other carriers. This statement showed that 233 cars of flour and feed were shipped over this company's lines to small towns in the state, between July and December, 1915, and that they were loaded as follows:

- 24 cars loaded to or under.....30,000 pounds
- 105 cars loaded from ..30,000 to 35,000 pounds
- 37 cars loaded from ..35,000 to 40,000 pounds
- 44 cars loaded from ..40,000 to 50,000 pounds
- 23 cars loaded from ..50,000 up

It appears that out of 233 cars, 129 cars were loaded to or under 35,000 pounds, while 24 of the 129 cars were loaded to or under 30,000 pounds. The standard equipment of the Oregon-Washington Railroad & Navigation Company consists of cars having a capacity of 100,000 pounds. In view of the unusually large capacity of the equipment of this line, it is interesting to note that only 23 cars out of 233 cars were loaded to 50,000 pounds or up, that is, that less than 10 per cent of the total number of cars included in the statement were loaded to, or above 50 per cent capacity. From this statement it seems to be clear that the capacity of the equipment of the Oregon-Washington Railroad & Navigation Company is considerably in advance of the development of the state in so far as such development affects the flour and mill feed distributive business. For the sake of standardization of equipment this company may be fully justified in providing equipment of this capacity in so far as its interests alone are concerned, as it may be that many classes of commodities and the movements of such commodities may be handled by exporters, jobbers and other large shippers in such quantity as to permit an average loading, considerably in excess of 50 per cent of the capacity of equipment; yet standardization of equipment does not constitute a reason why the particular class of distributive business

affected by the proposed increase should be subjected to practical hardship.

We believe that the showing made by the Oregon-Washington Railroad & Navigation Company corroborates the evidence offered by the shippers.

We have no doubt that an increase of three tons in the minimum will inconvenience the small locality merchants to no inconsiderable degree. On the other hand the continuous increase in the volume of traffic resulting from the development of the state has been naturally and properly accompanied by an increase in the capacity of cars provided by the carriers. In order that development of resources of the state may not be retarded, the shippers and carriers should give and take in their efforts to facilitate the readjustments required by this development, particularly in cases like this where it is impracticable to measure precisely the obligation of the one or the ability of the other.

We are entirely in accord with the reasoning of the Interstate Commerce Commission set forth in its opinion in the proceeding entitled: "In re Transportation of Wool, Hides and Pelts," 23 I. C. C. 151, wherein, on pages 166-167, Chairman Prouty said:

"It needs no argument to show that transportation should be conducted at the smallest expense possible. Finally, there must come to be an intimate relation between the actual cost of transportation and the rate paid by the public, and every economy ought finally to redound to the mutual advantage of the railway and the shipper. It is equally axiomatic that the cost of the carriage is decreased in proportion as the car loading can be increased, and therefore, that, ordinarily, shippers should be required to load as heavily as can be practically done."

The mere convenience of merchants should not be permitted to determine whether the economy in transportation proposed by the carriers is to be adopted or rejected.

The economy which results from loading cars as heavily as practicable must in time be reflected in freight rates. While there are many merchants in the state whose convenience would be served by retaining the low minimum, there are hundreds of consumers of commodities transported on the railroads to one of these merchants. These consumers ultimately pay the freight and they are affected in the same manner as are the carriers—beneficially, when transportation is conducted economically, and injuriously, when cars are loaded to half or less than half capacity. These consumers should not carry an unnecessary burden solely for the convenience of others.

Hence we believe that the minimum loading weight should be increased from time to time and as much each time as the industrial and agricultural development then existing will permit, without imposing a "practical hardship" (using the words of Chairman Prouty appearing

in a similar connection on page 165 of the report above referred to) on shippers, whether they be large shippers or small shippers.

According due consideration to these principles, we have arrived at the conclusion that the minimum under consideration should now be advanced three tons above the existing minimum. An advance of three tons above the existing minimum, at this time, we believe, agrees with the advances by the carriers heretofore. In 1902, after maintaining a minimum of ten tons for a considerable length of time, the carriers advanced the minimum two tons. In 1910, after maintaining the 12-ton minimum for about eight years the carriers advanced the minimum three tons. In January of this year after permitting the 15-ton minimum to stand for about six years, the carriers decided to advance the minimum five tons. We do not believe that a five-ton advance at this time is justified.

We realize, as we have heretofore indicated, that the minimum should be advanced from time to time when justified by the development of the state, but suggest to the carriers that such advances should not be made in five-ton lots. The status of development should be balanced by the advance in minimums more frequently than has been the practice of the carriers in the past, in order that such advances may not require unreasonable effort on the part of the shippers to readjust business to conform therewith. Even though convinced that the present status of development justified a five-ton advance in the minimum, our consent to such an advance would be given very reluctantly because of the radical readjustment of credits, warehouse space and other business arrangements which would be necessary.

In accordance with the views here expressed and the findings made by the Commission in this proceeding, an order will be entered denying the proposed advance in the minimum from 15 tons to 20 tons, but allowing an advance from 15 tons to 18 tons.

No. 4060.

In re petition of the Wenatchee Valley & Northern Railway Company, for leave to discontinue operations as a common carrier, and for the cancellation of its traffic schedules.

This matter coming on for hearing before this Board, upon the petition of the Wenatchee Valley & Northern Railway Company, for leave to discontinue operations as a common carrier, and for the cancellation of its traffic schedules and tariffs, and this Board having carefully read and considered said petition and having obtained full information concerning the matters and things therein set forth, and being fully advised in the premises, makes the following

FINDINGS OF FACT.

That the said Wenatchee Valley & Northern Railway Company is a corporation organized and existing under and by virtue of the laws of the state of Iowa, and that heretofore it has filed in the office of the

Secretary of State of the state of Washington, a certified copy of its articles of incorporation, and otherwise complied with the laws of this state relating to foreign corporations, in order to entitled it to do business in the state of Washington, and that it has for more than five years last past, and now is, transacting business in said state as a railway corporation, in full compliance with the laws of the state of Washington governing in that regard; that it has constructed and owns a line of railway originating at Leavenworth, in the county of Chelan, and state of Washington, extending to the northwest quarter of section 32 in township 27 north, range 18 E. W. M.; that it has equipped the same with necessary rolling stock for the purpose of operating a general railway line, and has operated as such during the time aforesaid; that the length of the line of its said railway is 17.7 miles, and it has temporary spurs of 9.5 miles in length; that the cost of construction and equipment of said line of railroad is approximately \$530,000.00; that the cost of maintenance and operating expense for the past five years has been \$190,543.20, and the entire revenue derived from the operation of said road has been \$63,107.87, leaving a net loss on account of operation, over and above all revenue derived, of \$127,435.42, thus showing that all of the revenue derived from the operation of said line of railway has been less than one-third of the cost of operating the same; that the reason for this condition is that not enough business has originated along the route of this railroad to produce sufficient revenue to pay operating expenses; that there has been practically no passenger traffic upon said road and that the amount of freight traffic has been only trifling, most of which has originated entirely with one lumber and manufacturing concern; that said line of railway passes through a mountainous, rough and broken country, in no sense suitable for or adapted to agricultural purposes or settlement of any character, nor would the lands adjacent to the line of this railway be suitable for agricultural purposes, even if the timber were removed; that therefore, it is manifest that this line of railway cannot, in the future, be operated as a common carrier so as to derive even the expense of operation from all of the business tributary to it; that no hardship or inconvenience to the public generally, or to individuals, will arise from the discontinuance of the operation of this line of railway as a common carrier for the reason that there is practically no population along said line; that the only business which might be engaged in by said road would be the hauling of forest products, and the timber tributary to this line is practically all owned by one or two corporations.

That in view of the facts aforesaid, and after full, careful and complete consideration, this Board has arrived at the

THE FOLLOWING CONCLUSION.

That said Wenatchee Valley & Northern Railway Company cannot operate its said line of railway for general or common carrying purposes, except at a loss that would be prohibitive, and conditions in that

regard are not likely to improve in the future; that the Commission would not be justified in requiring said Wenatchee Valley & Northern Railway to furnish service as a common carrier of passengers or freight, on said railway.

IT IS THEREFORE ORDERED, That the consent of the Public Service Commission of Washington to the discontinuance of common carrier service of said railway line be, and the same hereby is, granted, and that all tariffs and schedules filed by said Wenatchee Valley & Northern Railway Company with the Public Service Commission of Washington be, and the same are, hereby cancelled and annulled.

No. 4088.

RALPH E. DYAR, ET AL., *Complainants*, v. SPOKANE & INLAND EMPIRE RAILROAD COMPANY, *Respondents*.

As a result of a conference held in Spokane on March 8, 1916, between representatives of the Spokane & Inland Empire Railroad Company, a committee representing the plaintiffs, and Commissioners Lewis and Spinning, the said company arranged to put in temporarily, for a trial, a train leaving Spokane at or near 3:30 p. m., arriving at Spokane at 5:00 p. m.

This service having been put in and being now in operation and the said service being satisfactory to the plaintiffs,

This cause is hereby dismissed without prejudice.

No. 4110.

In re application of Northern Pacific Railway Company for classification of the following described property as operating property:

Right of way of Simcoe branch of Northern Pacific Railway (North Yakima & Valley Railway) over and across the following described tracts of land, the width of such right of way and the acreage thereof located within each of said tracts being as specified below:

<i>Subdivision</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Range</i>	<i>Length</i>	<i>Width</i>	<i>Acreage</i>
NW¼ NE¼	35	11	18 E	1,337.2	100 ft.	3.07
NE¼ NW¼	35	11	18 E	1,331.5	100 ft.	3.06
NW¼ NW¼	35	11	18 E	1,331.5	100 ft.	3.06
NE¼ NE¼	34	11	18 E	1,322.0	100 ft.	3.49
NW¼ NE¼	34	11	18 E	1,330.0	100 ft.	3.05
NE¼ NW¼	34	11	18 E	370.0	100 ft.	.85

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT IS ORDERED, That the above described tracts be, and the same are, hereby classified as operating property.

No. 4111.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, OF THE RELATION OF
THE TOWN OF LYMAN, *Complainant*, v. GREAT NORTHERN RAILWAY
COMPANY, *Defendant*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at Lyman, Washington, on the 21st day of June, 1916, before Commissioners Arthur A. Lewis and Frank R. Spinning, the complainant being represented by Mr. I. E. Schrauger, its attorney, the defendant being represented by Mr. Hagman, its attorney. Testimony was introduced, and the Commission having duly considered same now makes the following

FINDINGS OF FACT.

I

The complainant, the town of Lyman, is an incorporated town in the state of Washington.

II

The defendant, the Great Northern Railway Company, is a common carrier engaged in the transportation of persons and property between points in the state of Washington, and as such common carrier is subject to the provisions of Chapter 117, Session Laws 1911, State of Washington.

III

On April 24, 1916, the town of Lyman, through its mayor and city council and several business firms and individuals, filed a complaint with the Commission alleging, in substance, that the passenger and freight depot of the Great Northern Railway Company at Lyman is inadequate to meet the requirements of the locality; that the waiting room is wholly inadequate to accommodate the passenger traffic and that the freight room accommodations are often filled to overflowing, necessitating, in many instances, the handling and rehandling of the entire contents of the freight room, in order to receive the particular freight wanted; that no provision whatever exists for the storage of furniture and other bulky freight; also that no proper provision is made for the delivery of freight from the depot.

IV

The town of Lyman is located on the Rockport & Anacortes branch of the Great Northern Railway and consists of approximately six hundred inhabitants within its corporate limits. The estimated population of the town and tributary territory is about one thousand. The school census is two hundred fifty-seven pupils. The business enterprises of the town consist of seven general merchandise establishments, one bank, two hotels, one restaurant, one bakery, one meat market, one combined shingle and saw mill, employing about one hundred fifty men; one butter and cheese factory, one porch column factory, one auto shop, one blacksmith shop and several smaller enterprises.

V

The town of Lyman is situated in a timbered district, consisting of river bottom and bench land, the soil of which is very productive and after being cleared is suited for agricultural and dairying purposes. Considerable of the land is now cleared and improved and the clearing of uncleared land is steadily progressing. To the east of the town of Lyman, about three and one-half miles, is located the town of Hamilton, and to the west, about eight miles, is located the town of Sedro Woolley; to the south the tributary territory extends about three miles and to the north, about six miles to the Nooksack river. The tributary territory of the town is all fairly well populated and the lands are generally owned in small holdings.

VI

The present depot is a small frame structure, divided into three compartments, each compartment being about 10x11 feet square, inside measurements. One compartment is used as an office by the railway company; the center compartment is used for a passenger waiting room and the other compartment is used as a freight room. In addition to this freight room there is a box car body located near the depot which is also used for the storing of freight, one end of said box car being used as a coal bin.

VII

Mr. Cooper, who conducts a grocery store at Lyman, testified that on several occasions goods had been damaged and destroyed when left over night in the depot by being rat eaten, also butter and other food stuffs had become tainted from being stored in the same room with oil and coal.

VIII

The undisputed testimony of all the witnesses for the complainant is to the effect that the present facilities are inadequate for the present and future needs of the community.

IX

The only evidence introduced by defendant was exhibits One and Two, Exhibit One being a statement of the net earnings at Lyman station for the following fiscal years:

GREAT NORTHERN RAILWAY CO.

STATEMENT OF NET EARNINGS AT LYMAN, WN., FOR FISCAL YEARS.

Year Ending	Freight Earnings		Passenger Earnings	Total Revenue
	Received	Forwarded		
June 30, 1909	\$4,640.49	\$23,822.01	\$1,309.74	\$29,772.24
June 30, 1910	5,753.17	65,667.95	3,268.25	74,689.37
June 30, 1911	5,780.53	63,518.31	7,803.62	77,102.46
June 30, 1912	10,879.99	81,542.31	6,407.02	98,829.32
June 30, 1913	7,300.87	70,017.51	6,832.96	84,151.34
June 30, 1914	5,866.44	57,453.51	6,387.58	69,701.53
June 30, 1915	3,957.88	13,561.51	3,880.85	21,340.24

Exhibit Number Two being a statement of the net earnings for Lyman station for eleven months ending May 31, 1916:

GREAT NORTHERN RAILWAY COMPANY.

OFFICE OF DIVISION SUPERINTENDENT—CASCADE DIVISION.

NET EARNINGS LYMAN STATION FOR ELEVEN MONTHS ENDING MAY 31st, 1916.

REVENUE

Freight

<i>Month</i>	<i>Forwarded</i>	<i>Received</i>	<i>Passenger</i>	<i>Total</i>
July, 1915	\$4,206.56	\$521.68	\$283.51	\$5,011.75
August, 1915	8,973.27	573.34	306.91	9,853.52
September, 1915 ...	7,182.47	563.19	260.64	8,006.20
October, 1915	5,109.56	289.47	317.12	5,716.15
November, 1915 ...	7,433.68	310.41	327.52	8,071.61
December, 1915 ...	5,906.33	679.46	470.95	7,056.74
January, 1916	7,134.74	829.96	150.25	8,114.95
February, 1916	2,367.39	819.38	220.93	3,407.70
March, 1916	11,824.46	1,039.69	212.71	13,076.86
April, 1916	19,286.36	778.75	280.95	*20,346.06
May, 1916	10,923.67	402.28	349.75	*11,675.70
Total.....	\$90,348.49	\$6,807.61	\$3,181.14	\$100,337.24

*Figures for April and May above include foreign line earnings, which are estimated at approximately for:

April	\$2,000.00	
May	1,000.00	\$3,000.00

Total estimated net for eleven months\$97,337.24

Everett, Washington, June 19, 1916.

CONCLUSION.

After consideration of all the evidence the Commission is of the opinion and finds that the defendant's facilities for receiving and delivering freight and for accommodation of passengers at said station of Lyman are inadequate and insufficient for the present needs of the community and that station facilities should be provided which will be adequate and sufficient for such needs.

ORDER.

IT IS ORDERED BY THE COMMISSION, That the defendant Great Northern Railway Company file with the Commission, within thirty (30) days from the date of service of this order, plans for a depot adequate and sufficient to enable defendant to promptly, expeditiously, safely and properly receive, transport and deliver property offered to or received by it at said station of Lyman for transportation, and to promote the safety, health, comfort and convenience of its patrons at said station.

No. 4111.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
THE TOWN OF LYMAN, *Complainant*, v. GREAT NORTHERN RAILWAY
COMPANY, *Defendant*.

Respondent in the above entitled action having filed with the Commission plans for a depot, and the Commission having examined said plans, it is ordered that same be and the same are hereby approved.

No. 4124.

In the matter of the application of the Fir Tree Lumber Company for permission to operate a locomotive with oil burning headlight.

It appearing to the Commission that petitioner operates but one locomotive, to-wit: its locomotive No. 2, over the tracks controlled and maintained by it, which track is approximately five miles in length; that there is very little travel on the highways crossed by said track, and that such locomotive does not operate at a speed in excess of twelve miles per hour.

WHEREFORE, IT IS ORDERED, That the consent of the Commission to the operation of said locomotive No. 2 on said railway track owned and operated by the petitioner, with oil burning headlight be, and such consent hereby is, granted.

No. 4129.

In re application of Northern Pacific Railway Company for classification as operating property, tract No. 4, Indian addition to Tacoma, Washington, in Pierce county.

The southerly twenty-eight feet of tract No. 4, Indian addition to Tacoma, Pierce county, Washington.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT IS ORDERED, That the above described tract be, and the same hereby is, classified as operating property.

No. 4135.

In the matter of the petition of the Great Northern Railway Company for permission to construct a power line across its tracks at Gold Bar, Washington, consisting of one span of 170 feet, as shown on blue print attached to said petition and made a part thereof.

This matter coming before the Commission on this 11th day of May, 1916, and the Commission having considered same,

DOES HEREBY GRANT PERMISSION To said Great Northern Railway Company to construct a power line across its tracks at Gold Bar, Washington, consisting of one span of 170 feet. The construction to be done in conformity with the blue print attached hereto and made a part of this order.

No. 4144.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. LIL-
LICO TRANSPORTATION COMPANY, *Respondent*.

Complaint relating to steamboat rates between Seattle and Tacoma, on all commodities.

The subject-matter of the above entitled proceeding having been satisfactorily disposed of by discontinuance of the service of the Lillico Transportation Company between Seattle and Tacoma, and upon advice from the Merchants' Transportation Company under date of August 3, 1916, that they desire to withdraw their complaint,

IT IS ORDERED, That the above entitled proceeding be and the same is hereby dismissed.

No. 4172.

MRS. JOSEPHINE DITMAR, *Complainant*, v. NORTHERN PACIFIC RAILWAY
COMPANY, *Respondent*.

It appearing to the Commission that complainant has made application for the installation of a side track approximately 300 feet in length upon the property of the respondent at a point about two miles east of Gravelle in Lincoln county, Washington, and at a point southerly from complainant's barn, located near the north line of section 36, township 25 north, range 38 east W.M.; and that such side track is reasonably practicable, can be put in with reasonable safety and the business therefor sufficient to justify the same,

IT IS ORDERED, That respondent construct such side track and that complainant pay to respondent the legitimate cost and expense of constructing the same.

IT IS FURTHER ORDERED, That before respondent shall be required under this order to incur any cost in connection with the installation of said side track the legitimate cost and expense of constructing same shall be secured to respondent by complainant and that if respondent and complainant be unable to agree upon the amount of the legitimate cost and expense of constructing said side track, or upon the manner in which the same shall be secured to the respondent, upon the Commission being advised in writing by complainant or respondent to that effect, a hearing be held, after due notice, for the purpose of receiving evidence relating to the cost and expense of constructing such side track and the manner in which such cost and expense should be secured to the respondent.

No. 4188.

PACIFIC COAST PIPE COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint alleging discrimination in rates on wood pipe between Seattle and Tacoma.

The respondent having modified the provisions of the tariff complained of in the above entitled proceeding, and such modification having satisfied the subject-matter of said proceeding,

It IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4197.

JOHN GOURLEY ET AL., *Complainants*, v. NORTHERN PACIFIC RAILWAY COMPANY ET AL., *Respondents*.

FINDINGS OF FACT AND ORDER.

This cause came on to be heard the 1st day of September, 1916, before Commissioners Blaine and Lewis. The complainants were represented by Messrs. John Gourley of the John Gourley Company, H. J. Mignerey of H. J. Mignerey and Company, Geo. E. Bryant of the Seattle Fruit and Produce Auction Company, J. B. Powles of the J. B. Powles Company and E. A. Wanemaker of the J. W. Goodman Company. The respondents were represented by Mr. F. M. Barkwill, attorney for the Chicago, Milwaukee and St. Paul Railway Company, Mr. F. G. Dorety, attorney for the Great Northern Railway Company and the Spokane and Inland Empire Railroad Company, Mr. H. A. Kimball, assistant general freight agent, Great Northern Railway Company, Mr. J. W. Quick, assistant general counsel, Northern Pacific Railroad Company, Mr. S. J. Henry, assistant general western freight agent of the Northern Pacific Railway Company, Mr. E. W. Soergel, chief clerk, freight department, Chicago, Milwaukee and St. Paul Railway Company, Mr. W. A. Robbins, attorney, Oregon-Washington Railroad and Navigation Company and S. J. H. French of the Oregon-Washington Railroad and Navigation Company. Witnesses in behalf of the respective parties were sworn and testified and other proofs received. The Commission, being fully advised in the premises, makes the following findings of fact, to-wit:

FINDINGS OF FACT.

I

That the complainants are commission merchants and brokers in the city of Seattle and as such buy, receive upon consignment, sell and ship annually a large quantity of potatoes raised in the State of Washington.

II

That heretofore the respondents have maintained a carload minimum of fifteen tons, or 30,000 pounds, for shipments of potatoes and onions in this state, in straight or mixed carloads, effective during all seasons of the year.

III

That the respondents by divers rules seek to change the carload minimum on potatoes in straight carloads and potatoes and onions in mixed carloads, so that hereafter the minimum weight shall be eighteen tons, or 36,000 pounds.

IV

Complainants by their petition pray for the suspension of the tariffs by which the respondents seek to change the carload minimum upon potatoes in straight carloads and on potatoes and onions in mixed carloads.

V

That the major portion of potatoes in this state transported by the respondents, as a whole, are potatoes grown in the State of Washington upon irrigated land.

VI

That as a rule potatoes grown upon irrigated land are larger and less firm and more subject to injury in shipping than potatoes grown without irrigation.

VII

That potatoes raised in the state are as a rule shipped in sacks containing upwards of 100 pounds.

VIII

That in loading the ordinary car not to exceed fifteen tons minimum, it is not necessary to pile potatoes in sacks more than four sacks high.

IX

That as a rule in loading a car of eighteen tons minimum with potatoes it is necessary to pile the sacks more than four sacks high.

X

That, as a rule, where potatoes are piled more than four sacks high in a car, the pressure upon the potatoes in the lower sacks is such that the jolting of the car causes injury, particularly to the potatoes in the lower sacks. When potatoes, which are unripe and therefore not firm, are piled more than four sacks high the pressure and car motion cause the skin thereon to slip, thereby reducing the market value of the product to the extent of practically fifty cents per ton.

XI

That, as a rule, the potatoes carried through the winter lose their firmness so that after about April 1st of each year they must be more carefully handled than during the dormant months, so that transporting them while piled more than four sacks high in the car would result in their injury.

XII

That during the months of November, December, January, February and March, of each year, owing to the firm condition of potatoes, both as to skin and body, there is less danger of their being injured in transportation than during the other months of the year, and if properly loaded they can be transported in cars of eighteen tons minimum where the sacks are not piled more than five sacks high.

XIII

By reason of the circumstances and conditions hereinbefore set forth, the rules and regulations contained in the tariffs and supplements referred to in the complaint in this proceeding and by which respondents seek to increase the carload minimum loading weight for shipments of potatoes in straight carloads and potatoes and onions in mixed carloads, between points in this state, from fifteen tons, or 30,000 pounds, to eighteen tons, or 36,000 pounds, are unjust and unreasonable.

XIV

That a carload minimum loading weight for such shipments of the commodities hereinbefore referred to, of fifteen tons, or 30,000 pounds, applicable during the months of April, May, June, July, August, September and October of each year, and carload minimum loading weight of eighteen tons, or 36,000 pounds for such shipments of such commodities, applicable during the months of November, December, January, February and March of each year, are just and reasonable.

ORDER.

WHEREFORE, IT IS ORDERED, That during the months of April, May, June, July, August, September and October of each year the carload minimum upon potatoes in straight carloads and potatoes and onions in mixed carloads shall be fifteen tons, or 30,000 pounds, and that during the months of November, December, January, February and March the carload minimum upon potatoes in straight carloads and potatoes and onions in mixed carloads shall be eighteen tons, or 36,000 pounds.

That the tariffs of the respondents, which apply to shipments of potatoes in straight carloads and potatoes and onions in mixed carloads between points in the State of Washington, be changed so as to conform with the terms of this order within twenty days from the date of service hereof.

Cases Affecting Steam Railways

No. 1678.

ATCHEE COMMERCIAL CLUB, A CORPORATION, *Plaintiff*, v. GREAT NORTHERN RAILWAY COMPANY, A CORPORATION, NORTHERN PACIFIC RAILWAY COMPANY, A CORPORATION, AND COLUMBIA AND PUGET SOUND RAILWAY COMPANY, A CORPORATION, *Defendants*.

FINDINGS OF FACT, OPINION AND ORDER.

This cause came on for hearing at Wenatchee, Washington the 18th of August, 1916, there being present Chairman E. F. Blaine and commissioners A. A. Lewis and F. R. Spinning, the plaintiff being represented by Williams and Corbin, its attorneys, the defendant Great Northern Railway Company being represented by H. A. Kimball, Assistant General Freight Agent, L. B. Kaler present as official reporter.

It appearing to the Commission by statement of counsel that no joint rates exist in the movement of coal from Puget Sound points to Wenatchee that the complaint as to the Northern Pacific Railway Company and the Columbia and Puget Sound Railway Company is dismissed.

FINDINGS OF FACT.

The Commission being fully advised in the premises finds the following facts:

I

That the complainant is a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and its principal business is at Wenatchee, this corporation being duly organized for social and charitable association.

II

That the Great Northern Railway Company is a common carrier engaged in the transportation of passengers and property between points in the State of Washington, and that as such common carrier it is subject to provisions of Chapter 117, Session Laws of 1911 of the State of Washington, the same being the public service commission law of said State.

III

The tariff schedules of the Great Northern Railway Company now in force and in operation by said railroad prescribes a commodity rate on coal from the Chehalis, Tenino and Snoqualmie groups of coal mines to Wenatchee of \$2.30 per short ton, the greatest distance of rail haul from any of the group of mines to Wenatchee being 265 miles.

IV

From the Chehalis, Tenino and Snoqualmie groups of mines the commodity rate per ton on coal via the Northern Pacific Railway to the Yakima is \$1.40, the greatest distance of line haul being 213 miles.

V

From Seattle to Spokane via either the Great Northern Railway or Northern Pacific Railway the commodity rate on coal is \$2.75, the line haul being practically 339 miles.

VI

From Hosmer, Michel and Swinton, British Columbia, the commodity rate on coal via the Great Northern Railway is \$3.00 per net ton, the line haul being 466 miles.

VII

From the Wyoming and Utah coal fields to North Yakima the commodity rate upon coal is \$4.50 per ton, and the rate from the same coal fields to Wenatchee via Great Northern is \$5.00 per ton.

VIII

The commodity rate upon cement from Puget Sound points to Wenatchee is \$4.00 per ton.

IX

The rate upon fuel oil from Seattle via Great Northern to Wenatchee and via the Northern Pacific to North Yakima, the distance being only two miles different via either road is equal, or twenty-five cents per 100 pounds.

X

Via the Great Northern from Puget Sound points to Wenatchee the commodity rate on lumber is fifteen cents per 100 pounds, and the class rate on lumber fixed by order of this Commission is thirteen cents per 100 pounds.

XI

Heretofore by order of this Commission a class rate was fixed on coal of \$3.20 per short ton over the Great Northern from Seattle to Wenatchee and the commodity rate on coal as fixed by the Great Northern Railway is ninety cents per ton less than the class rate above mentioned.

XII

Heretofore by order of the Commission the rate upon coal over the Northern Pacific from Roslyn to North Yakima was fixed at ninety cents per ton, and to balance the commodity rate fixed by the Commission the Northern Pacific reduced its rates on coal from Puget Sound points to North Yakima and fixed the same at \$1.40 per ton.

XIII

The average distance of haul of all the Great Northern's freight in Washington is 168 miles, or practically the distance between Seattle and Wenatchee. The average rate on freight per ton mile over the Great Northern in Washington for the year ending June 30, 1915, was ten and one-half mills. The rate per ton mile on coal from Seattle to Wenatchee is fourteen mills.

XIV

There are no coal mines along the Great Northern Railway Company's lines in Washington. In proximity to the lines of the Northern Pacific in both eastern and western Washington there are coal mines which furnish a large amount of freight to that road.

XV

The movement of empty cars on the Great Northern Railway is from Wenatchee west to Puget Sound points, and as a rule cars loaded with coal at Puget Sound points for Wenatchee are returned unloaded.

OPINION.

We believe that there is no marked similarity between the handling of coal by the Northern Pacific and Great Northern Railway companies in this state. While the Northern Pacific has several mines adjacent to its tracks, some in eastern and some in western Washington, there is a dearth of coal properties in this state in proximity to the tracks of the Great Northern. We do not question but that the rate of the Northern Pacific from Puget Sound points to North Yakima on coal is influenced by the rate established by the commission from Roslyn to North Yakima. In comparing the rates on coal from the British Columbia coal fields to Wenatchee via Great Northern with rates from other points over the Great Northern to Wenatchee there is little to throw light upon the contention of the plaintiff. Even if the law should permit us by a mere comparison of rates to reduce a rate the analogy should be striking and convincing.

It is in evidence that the rate per ton mile upon coal from Seattle to Wenatchee via Great Northern is fourteen mills, while the average rate per ton-mile on all freight hauled on the Great Northern in this state is ten and one-half mills. At first blush this is a radical difference, especially when the value and character of coal is considered. Yet the evidence shows that coal is handled from Puget Sound points to Wenatchee at a lower rate than either lumber, cement or fuel oil, and cars carrying coal from the west to Wenatchee as a rule return empty.

There is no direct evidence before us as to the actual cost of the service performed in the transportation of coal from Puget Sound points to Wenatchee. Evidence of this character is not easy to procure and is expensive. For these reasons can it be dispensed with when the rights of property are involved? "When an existing freight rate is attacked the burden is on the complainant to establish that it is unreasonable in fact: *Louisville and Nashville Railway Company v. The United States*, 238 U. S. 10." This case also holds that it is unsafe to put too much reliance upon a mere comparison of rates. The rates heretofore established by this Commission are presumed to be fair and reasonable. By an order of this Commission heretofore made, the Great Northern Railway is permitted to charge a sixteen cent class rate on coal from Seattle to Wenatchee. This rate is ninety cents a ton higher than the commodity rate on coal from Puget Sound points to Wenatchee. We are of the opinion that the plaintiff has failed to make a case against the defendant the Great Northern Railway.

WHEREFORE, It is ordered that the complaint of the plaintiff be dismissed.

DISPOSITION OF CASES AFFECTING ELECTRIC RAILWAYS.

No. 744.

D. LUNKLEY, ANDREW SIMONS AND F. H. MCCLELLAN. *Complainants*, v.
TACOMA RAILWAY AND POWER COMPANY, *Respondent*.

After full hearing and investigation the Commission, on May 25, 1916, made and entered valuation findings in the case of The Public Service Commission of Washington v. Tacoma Railway & Power Company, Cause No. 1546, and it appearing from the evidence that the earning capacity of the respondent, under the rates now charged, is insufficient after paying necessary operating expenses and taxes, to pay a reasonable return on the value of its property, as found by the Commission, and that the rates now charged by respondent are not inherently unjust, unreasonable or excessive,

It Is ORDERED, That the above entitled cause No. 744 be, and the same hereby is, dismissed.

No. 1525.

CENTRAL IMPROVEMENT LEAGUE OF TACOMA, WASHINGTON. *Complainant*, v.
PACIFIC TRACTION COMPANY AND TACOMA RAILWAY & POWER COMPANY, *Respondents*.

Complaint relating to passenger rates between Tacoma and American Lake.

After full hearing and investigation the Commission on May 25, 1916, made and entered valuation findings in the case of the Public Service Commission of Washington v. Tacoma Railway & Power Company, Cause No. 1546, and in the case of the Public Service Commission of Washington v. Pacific Traction Company, Cause No. 1616, and it appearing from the evidence that the earning capacity of the respondent, under the rates now charged, is insufficient, after paying necessary operating expenses and taxes, to pay a reasonable return on the value of their respective properties, as found by the Commission, and that the rates now charged by respondent are not inherently unjust, unreasonable or excessive,

It Is ORDERED, That the above entitled Cause No. 1525 be, and the same hereby is, dismissed.

No. 1546.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. TACOMA RAILWAY AND POWER COMPANY, *Respondent*.

VALUATION FINDINGS.

This cause came on regularly for hearing before M. M. Godman, Chairman, and Commissioners Arthur A. Lewis and Frank H. Spinning at Tacoma, Washington, on September 4, 1913.

The Tacoma Railway & Power Company was represented by its attorneys, John Shackelford, Samuel Piles, and James B. Howe; The Central Improvement League was represented by G. J. Langford and M. G. Garretson, attorneys. The Commission was represented by Stephen V. Carey, Assistant Attorney General.

Witnesses were sworn and examined and the hearing adjourned to November 10, 1913. On November 10, 1913, this cause came on for hearing before Commissioners Arthur A. Lewis and Frank R. Spinning, at Tacoma, Washington. The parties were represented as at the previous hearing. Witnesses were sworn and examined and hearing concluded.

Unforeseen delays have occurred and the Commission and respondent desiring valuation findings to December 31, 1915, counsel for respondent and the Commission entered into a stipulation, in words and figures as follows:

STIPULATION.

"The Public Service Commission hearings as to the value of the property of the Tacoma Railway & Power Company were held in Tacoma, on September 4, 1913, and November 10, 1913, at which time all evidence introduced was prepared as of June 30, 1913. It being desirable to fix the value of this property as of December 31, 1915, and to avoid the time and expense necessary to a supplemental hearing, representatives of the Commission and the company were instructed to examine the books and records of the company, covering the period from June 30, 1913, to December 31, 1915, and if possible reach an agreement as to the financial operations of the company between those dates. After an examination of the records of the company, it was found that the results obtained by the representatives of the Commission and the representatives of the company were the same, and therefore,

IT IS AGREED by the Commission and the company that the financial operations of the Tacoma Railway & Power Company during the two and one-half years in question have been as follows.

Year—	Additions to Plant	Gross Earnings	Operation Taxes and Reconstruction	Net Earnings
1913 (6 months)....	\$28,737 17	\$604,880 29	\$429,760 23	\$175,120 06
1914 (12 months)...	332,744 18	1,033,214 49	951,774 23	81,440 26
1915 (12 months)...	50,882 17	920,829 36	787,805 06	133,024 30
Totals.....	\$412,363 52	\$2,558,924 14	\$2,169,339 52	\$389,584 62

It is FURTHER stipulated and agreed that in the event a supplemental valuation hearing was held, the testimony of the representatives of the Commission and of the company be that the above figures are correct. Consequently the Tacoma Railway & Power Company waives its statutory right to notice, and requests that the Commission proceed to fix the value of its property as of December 31, 1915."

The Commission having considered the evidence, and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

That the Tacoma Railway & Power Company is a corporation existing under and by virtue of the laws of the State of New Jersey since January 30, 1889, and that the said company is licensed to conduct and transact business in the State of Washington.

II

That the authorized capital stock of the respondent company is \$2,000,000, and the authorized outstanding indebtedness on December 31, 1915, was \$1,500,000, first mortgage 5 per cent bonds, \$2,810,702.21 promissory notes bearing 8 per cent and an open account with the Puget Sound Electric Company, and the Puget Sound Traction, Light & Power Company of \$895,001.86.

III

That the respondent company is the successor in interest of the following named companies: Tacoma and Columbia River Railway Company, Tacoma Railway & Motor Company, City Park Railway Company, and the Tacoma Traction Company, and now operates a street railway system and a light and power system in or near the city of Tacoma, Washington, which consists of the following lines:

American Lake line, of approximately.....	5.9	miles
Auxiliary lines 1, 2 and 3, of approximately.....	.7	"
Cable lines, of approximately.....	1.6	"
Car barn tracks, of approximately.....	1.1	"
Commerce street lines, of approximately.....	1.5	"
Hosmer cut-off lines, of approximately.....	.5	"
Jefferson avenue line, of approximately.....	4.2	"
Interurban loop lines, of approximately.....	.6	"
"K" street line, of approximately.....	4.6	"
Bismark line, of approximately.....	3.7	"
Old Tacoma line, of approximately.....	4.0	"
Pacific avenue line, of approximately.....	4.4	"
Point Defiance line, of approximately.....	15.9	"
Puyallup avenue line, of approximately.....	1.8	"
Sixth avenue line, of approximately.....	4.5	"
South Tacoma line, of approximately.....	9.9	"
Spanaway line, of approximately.....	9.8	"
Stellacoom line, of approximately.....	13.7	"
Tacoma avenue line, of approximately.....	2.1	"
Tide flats line, of approximately.....	1.0	"

Total..... 91.5 miles

That in addition to the operating of the twenty-two lines named above, the respondent company leases and operates the Portland Avenue line owned by the Puget Sound Electric Company, the city line across the 11th street bridge owned by the Municipality of Tacoma, and the Puget Sound Electric Railway Company's interurban depot at Seventh and A streets.

IV

That the respondent company has reconstructed every line acquired by said amalgamation, and in addition has built the McKinley Park line, the American Lake line (part of which has been abandoned), the Tide Flats line extension, as well as several short extensions to existing lines.

V

That the capital stock of \$2,000,000.00 and the \$1,500,000.00 first mortgage 5 per cent gold bonds of the company were given as payment for the property of the various companies as follows:

CAPITAL STOCK.

To the owners of the Tacoma Railway and Motor Company, and the City Park Railway Company.....	\$1,500,000 00
To the owners of the Tacoma Traction Company.....	500,000 00
Total.....	\$2,000,000 00

FIRST MORTGAGE BONDS.

To the owners of the Tacoma Railway and Motor Company, and the City Park Railway Company.....	\$800,000 00
To the owners of the Tacoma Traction Company.....	230,000 00
Sold for consolidation purposes.....	20,000 00
Sold for betterments.....	450,000 00
Total.....	\$1,500,000 00

That practically all the bonds sold were taken by eastern bankers at par, less a brokers' commission.

VI

That the Puget Sound Electric Railway Company is the owner and holder of all the capital stock of the respondent company, and also owns \$264,000.00 of the outstanding first mortgage bonds, and is the source of all money raised on promissory notes or open accounts.

VII

That approximately one-fourth of the structural cost of the plants of the respondent company is covered by securities in the hands of the public, these securities consisting of first mortgage bonds having a par value and a market value of \$1,500,000.00.

All of the remaining securities and obligations of the respondent, consisting of promissory notes and capital stock of the respondent company hereinbefore set forth, are held and owned by the Puget Sound Electric Railway, and not being bought and sold by the public, their market value is unascertainable.

VIII

That the cost of the property of respondent used for the public convenience within the state, and the amount invested therein to March 31, 1899, together with additions to property made from year to year from said date to December 31, 1915, and stores and working capital, is the sum of \$6,287,846.40, which sum consists of the following items:

	Year Additions	Cumulative Total
Cost to March 31, 1899.....	\$2,500,067 49	
Additions to Dec. 31, 1899.....	64,483 53	\$2,564,551 02
Additions to Dec. 31, 1900.....	54,387 37	2,618,938 39
Additions to Dec. 31, 1901.....	221,203 16	2,840,231 55
Additions to Dec. 31, 1902.....	275,719 82	3,115,951 37
Additions to Dec. 31, 1903.....	546,226 17	3,662,177 54
Additions to Dec. 31, 1904.....	265,057 50	3,927,235 04
Additions to Dec. 31, 1905.....	113,670 41	4,040,905 45
Additions to Dec. 31, 1906.....	684,071 09	4,724,976 54
Additions to Dec. 31, 1907.....	447,864 26	5,172,840 80
Additions to Dec. 31, 1908.....	*107,245 80	5,065,595 00
Additions to Dec. 31, 1909.....	125,367 76	5,190,962 76
Additions to Dec. 31, 1910.....	102,685 72	5,293,648 48
Additions to Dec. 31, 1911.....	129,945 60	5,423,594 08
Additions to Dec. 31, 1912.....	125,204 96	5,548,799 04
Additions to Dec. 31, 1913.....	110,421 01	5,659,220 05
Additions to Dec. 31, 1914.....	332,744 18	5,991,964 23
Additions to Dec. 31, 1915.....	50,882 17	6,042,846 40

* Denotes red.

That the amount of stores and working capital kept on hand by respondent company will vary, a normal allowance being \$175,000 for stores and \$70,000 for working capital. The sum of these two, or \$245,000, should be considered as a part of the cost of property, and added to the \$6,042,846.40 shown above, making a total cost of physical property on December 31, 1915, of \$6,287,846.40.

That the development cost of the respondent company has been approximately \$3,000,000.00, as shown by the following table:

Year—	Cost of Physical Property*	Eight Per Cent of Cost	Actual Net Over Operation and Taxes	Deficit Under Eight Per Cent Return	Actual Rate of Return Per Cent
1899	\$2,564,551	\$205,164	\$57,246	\$147,918	2.2
1900	2,618,938	209,515	71,422	138,093	2.7
1901	2,840,232	227,219	122,287	104,932	4.3
1902	3,115,951	249,276	107,379	141,897	3.5
1903	3,662,178	292,974	148,463	144,511	4.1
1904	3,927,235	314,179	166,274	147,905	4.2
1905	4,040,905	323,272	203,870	117,402	5.1
1906	4,724,977	377,998	221,250	156,748	4.7
1907	5,172,841	413,827	195,588	218,239	3.8
1908	5,065,595	405,248	234,878	170,370	4.6
1909	5,190,963	415,277	183,174	232,103	3.5
1910	5,293,648	423,492	260,792	162,700	4.9
1911	5,423,594	433,888	223,486	210,402	4.1
1912	5,548,799	443,904	190,461	253,443	3.4
1913	5,659,220	452,738	188,862	263,876	3.1
1914	5,991,964	479,357	81,440	397,917	1.4
1915	6,042,846	483,428	133,014	350,414	2.2
Totals.....	\$6,150,756	\$2,701,886	\$3,358,870		3.6

* Exclusive of stores and working capital.

That the average annual rate of return available for interest and depreciation has been 3.6 per cent on the actual cost of physical property.

IX

That the cost of reproducing the property of respondent used for the public convenience within the state, new, as of June 30, 1913, was and is the sum of \$5,334,783.26, which sum consists of the following items:

Real estate used in operations.....	\$416,836 74
Light and power property exclusive of real estate.....	94,834 00
Railway property, exclusive of real estate	4,585,308 00
Total to June 30, 1913.....	\$5,096,978 74
Less undistributed included in above figures but now distributed below in the \$412,363.52 ..	*171,559 00
	\$4,922,419 74

* Denotes red.

Addition to property from July 1, 1913, to

Dec. 31, 1915, as follows:

Light and power property additions	\$15,582 09
Railway property additions.....	364,740 31
Undistributed additions ..	32,040 52
Total additions	412,363 52
Total cost of reproduction..	\$5,334 783 26

That the above reproduction cost or \$5,334,783.26 does not include any part of the development cost incurred by the respondent company, or any calculated inclusion for development cost or the cost of producing a going concern.

X

That the depreciating property of respondent used for the public convenience within the state is in a condition approximately 75 per cent new; that such property is in first class operating condition and suitable for rendering efficient service; that the cost of reproducing said property in its present condition is \$4,300,870.26, which sum consists of the following items:

Railway property, exclusive of real estate ..	\$3,495,336 85
Light and power property exclusive of real estate ..	91,696 69
Real estate necessary for operations ..	416,836 74
Total ..	\$4,003,870 26

XI.

That the real estate used and useful in operation of property consists of the following items:

Right of way and station grounds.....	\$29,261 12
Shops, car barns, etc., on "A" street ..	361,830 00
Real estate owned by the company but used as public streets, right-of-way ..	19,101 50
Real estate abandoned for railway uses but still used as right-of-way for transmission lines, right-of-way.....	6,644 12
Total real estate used in operation	\$416,836 74

That the cost of the land occupied by the shops and car barns property on "A" street was determined as near as possible and was found to be approximately \$75,000.00

XII

That the property under consideration is well constructed and practically managed; that the expenditures heretofore made by respondent, in procuring its property, were such as might reasonably be expected in the immediate future; that the money expended by respondent has been reasonable for the present needs of the company and for such needs as may be reasonably expected in the immediate future; that the total market value of the property of respondent used for the public convenience within the state, was on December 31, 1915, and is, the sum of \$6,244,000.00.

That the value of the property used by such company for the public convenience was, on December 31, 1915, and is, the sum of \$6,244,000.00.

No. 1616.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC TRACTION COMPANY, *Respondent*.

VALUATION FINDINGS.

This cause came on regularly for hearing before M. M. Godman, Chairman, and Arthur A. Lewis and Frank R. Spinning, Commissioners, at Tacoma, Washington, on September 4, 1913. The Pacific Traction Company was represented by its attorneys, John Shackleford, Samuel Piles and James B. Howe. The Central Improvement League was represented by G. J. Langford and M. G. Garretson, attorneys. The Commission was represented by Stephen V. Carey, Assistant Attorney General. Witnesses were sworn and examined and hearing adjourned to November 10, 1913. On November 10, 1913, this cause came on for hearing before Commissioners Arthur A. Lewis and Frank R. Spinning, at Tacoma, Washington. The parties were represented as at the previous hearing. Witnesses were sworn and examined, evidence received and cause concluded.

Unforeseen delays having occurred and the Commission and respondent company desiring valuation findings to December 31, 1915, counsel for respondent company and the Commission entered into a stipulation in words and figures, as follows:

STIPULATION.

"The Public Service Commission hearings as to the value of property of the Pacific Traction Company were held in Tacoma on September 4, 1913, at which time all of the evidence introduced was prepared as of June 30, 1913. It being desired to fix the value of this property as of December 31, 1915, and to avoid the time and expense necessary to a supplemental hearing, representatives of the Commission

and the company were instructed to examine the books and records of the company, covering the period from June 30, 1913, to December 31, 1915, and if possible to reach an agreement as to the financial operations of the company between those dates. After an examination of the records of the company, it was found that the results obtained by the representatives of the Commission and the representatives of the company were the same, and

THEREFORE, It is agreed by the Commission and the company that the financial operations of the Pacific Traction Company during the two and one-half years in question have been as follows:

<i>Year—</i>	<i>Additions to Plant</i>	<i>Gross Earnings</i>	<i>Operation and Taxes</i>	<i>Net Earnings</i>
1913 (6 months)....	\$2,715 49	\$46,477 57	\$35,042 34	\$11,435 23
1914 (12 months)...	1,892 50	85,122 44	77,708 53	7,413 91
1915 (12 months)...	1,518 89	81,438 46	74,555 86	6,882 60
Totals.....	\$6,126 88	\$213,038 47	\$187,306 73	\$25,731 74

IT IS FURTHER ORDERED AND STIPULATED, That in the event a supplemental valuation hearing was held, the testimony of the representatives of the Commission and of the company would be that the above figures are correct. Consequently the Pacific Traction Company waives its statutory right to notice, and requests that the Commission proceed to fix the value of its property as of December 31, 1915."

The Commission having considered the evidence and being fully advised in the premises makes the following

FINDINGS OF FACT.

I

That the Pacific Traction Company is a corporation existing under and by virtue of the laws of the State of Maine, and was incorporated on July 24, 1907, and was duly licensed in the State of Washington to construct and transact a street railway business in or near the city of Tacoma, Washington.

II

That the authorized capital stock of the respondent company is \$1,250,500 of common stock, and \$250,000 of preferred, and in addition to the authorized capital securities the respondent company had on December 31, 1915, three promissory notes amounting to \$422,880.79, bearing eight per cent interest, of which the Puget Sound Traction, Light & Power Company hold \$350,987.49, and \$71,893.33 is held by the Puget Sound Electric Railway; also open accounts with the Puget Sound Traction, Light & Power Company of \$107,075.89.

III

That the respondent Pacific Traction Company of Maine, is the successor in interest of two previous companies, the Pacific Traction Company, organized under the laws of Washington, and the Pacific Development Company.

IV

That the respondent company operates a street railway line and branches from Tacoma to American Lake and Steilacoom, with a total of about twenty-four and one half miles.

V

All of the stock and bonds of the respondent company are held by the Puget Sound Electric Railway and the Puget Sound Traction, Light & Power Company, and none of these securities have been bought and sold upon the open market; the market value is therefore unascertainable.

VI

That the cost of the property of respondent used for the public convenience within the state and the amount invested therein to December 31, 1915, as nearly as may be ascertained from respondent's records, is \$658,675.18, which sum consists of the following items:

	<i>Total</i>	<i>Cumulative Total</i>
By Pacific Traction Company of Washington:		
March 8, 1905, to Aug. 1, 1907.....	\$494,922 66	\$494,922 66
Aug. 1, 1907, to April 9, 1909.....	111,975 72	606,898 38
By the Pacific Traction Company of Maine and Pacific Development Company:		
April 9, 1909, to Dec. 31, 1909.....	\$40,081 75	\$646,980 13
Year 1910.....	4,774 07	651,754 20
Year 1911.....	6,025 66	657,779 86
Year 1912.....	3,177 04	660,956 90
Year 1913.....	*20,693 11	640,263 79
Year 1914.....	1,892 50	642,156 29
Year 1915.....	1,518 89	643,675 18
Total cash invested Dec. 31, 1915.....	\$643,675 18	\$643,675 18

* Denotes red.

That the amount of stores and working capital kept on hand by the respondent company will vary, a normal allowance being \$10,000 for stores, and \$5,000 for working capital, a total of \$15,000 which should be considered a part of the cost of property and added to the \$643,675.18 shown above, making a total cost of physical property on December 31, 1915, of \$658,675.18.

The item of \$958,703.25 for "franchises and licenses," and the item of \$557,883.86, "Pacific Development Company Reserve," together amounting to \$1,506,587.31, are not included in the cost of property above shown for the reason that the Commission does not consider that either of such items may be properly considered as a part of the property of respondent used for the public convenience within the state, or that respondent is entitled to earn any return thereon.

That the development cost of the respondent company has been approximately \$400,000.00 as shown by the following table:

Year—	Cost of Physical Property*	Eight Per Cent of Cost	Actual Net Over Operation and Taxes	Deficit Under Eight Per Cent Return	Actual Rate of Return Per Cent
1907	\$494,922 66	\$39,594	†\$2,659	\$42,253	†0.5
1908	606,898 38	48,552	†13,252	61,804	†2.2
1909	646,980 13	51,758	†1,186	52,944	†0.2
1910	651,754 20	52,140	9,637	42,503	1.5
1911	657,779 86	52,822	8,832	43,990	1.3
1912	660,956 90	52,877	22,030	30,847	3.3
1913	640,263 79	51,221	19,703	31,518	3.1
1914	642,156 29	51,373	7,414	43,959	1.2
1915	643,675 18	51,490	6,883	44,607	1.1
Totals.....		\$451,827	\$57,402	\$403,425	1.0

* Exclusive of stores and working capital.

† Denotes red.

That the average annual rate of return available for interest and depreciation has been one per cent of the actual cost of physical property.

VII

That the cost of reproducing the property of the respondent used for the public convenience within the state, new, is \$488,894.88, which sum consists of the following items:

Real estate used in operations.....	\$57,390 00
All other property used in operations.....	423,378 00
Total property used in operations to June 30, 1913.....	\$482,768 00
Additions to property, June 30, 1913, to Dec. 31, 1915.....	6,126 88
Total cost of reproduction new of property used in operation	\$488,894 88
Property not necessary for operations.....	12,297 00
Total cost of reproduction new Dec. 31, 1915.....	\$501,191 88

That the above reproduction cost of \$488,894.88 does not include any part of the development cost incurred by the respondent company, or any calculated inclusion for development cost, or the cost of producing a going concern.

VIII

That the depreciating property of the respondent is in a condition approximately 80 per cent new; that said property is in first class operating condition and capable of rendering efficient service; that the cost of reproducing the property of the respondent used for the public convenience within the state, in its present condition, is \$405,488.00, which sum consists of the following items:

Real estate necessary for operations.....	\$57,390 00
All other property necessary for operations.....	348,098 00
Total depreciated value of property necessary for operations.	\$405,488 00
Real estate not necessary for operation.....	\$1,885 40
Other property not necessary for operations.....	8,427 00
Total non-operating property.....	10,312 40
Total depreciated value to Dec. 31, 1915.....	\$415,800 40

IX

The Commission finds that the property under consideration is well constructed and practically and efficiently managed; that the expenditures heretofore made by the company in securing its property, were such as were justified by the then existing conditions and such as might reasonably be expected in the immediate future; that the money expended by respondent has been reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

That the total market value of the property of respondent, used for the public convenience within the state, was, on December 31, 1915, and is, the sum of \$648,800.00.

That the value of the property used by such company for the public convenience was, on December 31, 1915, and is, the sum of \$648,800.00.

No. 1627.

R. COOPER WILLIS, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, *Respondent*.

OPINION, FINDINGS AND ORDER.

A petition was filed with the Public Service Commission on December 3, 1913, requesting the Public Service Commission to enter an order directing the respondent company to route cars of the 23d avenue line down Madison street in the city of Seattle. Thereafter due service was made upon the respondent company of the said petition, and hearings held, and finally on November 11, 1914, findings of fact and order were entered dismissing said petition.

Thereafter, on the 10th day of February, 1915, an order was made and entered rescinding the order of November 11, 1914, and granting to the plaintiffs a rehearing. Thereafter hearings were held and the cause continued from time to time until November 26, 1915, at which date a hearing was held in the city of Seattle and the cause finally submitted to the Commission for its decision.

The Commission personally viewed the territory served by the 23d avenue line, to ascertain the physical facts involved from personal inspection, in addition to the information disclosed by the testimony. Defendant's exhibit No. 1 will disclose the fact that the 23d avenue line is what might be termed a crosstown line. It terminates on the south at Jackson street and on the north at the canal which separates the University district from the Interlaken district. This district is newly developed and is increasing in population. Persons desiring to go south from the district east of 23d avenue and contiguous to the Madison street line, transfer at 23d avenue to the 23d avenue line, and again at Jackson street to the Jackson street line running east, or to the Jackson street line running west, thence to the Seattle, Renton & Southern, to the Beacon Hill line running south, or to the Georgetown

line running south. Passengers from this same district desiring to go north transfer at 23d avenue to the 23d avenue line running north. Passengers from the business section of the city of Seattle who live on 23d avenue north, take the Jackson street, Yesler way or Madison street line and transfer at 23d avenue. It will be seen that the persons required to use the 23d avenue north line, are required to board the street car twice in order to reach their homes.

The inadequate service complained of by the patrons of these lines lies wholly in the fact that either to go from the business section of the city of Seattle, to the Interlaken district, or from their homes to the business section of the city of Seattle, a patron is required to wait twice for the street car, unless the car should happen to be at the place of boarding at the time the passenger arrives at such place.

The transcript of the evidence is filled with testimony tending to show that such service is very unsatisfactory, to say the least, to the patrons of the 23d avenue line north of Madison street. The testimony of Ellen Powell Dabney, supervisor of the public schools of the city of Seattle, is representative of this class of testimony. She said: "My friends have almost ceased to come to see me because of the long time it takes for them to come. (Q.) Do they openly criticise the service? (A.) Always. I am giving a social function a week from next Saturday and I am employing a jitney bus to bring fifty people to my home, because I cannot have a social function at my home and use the cars. I have done that twice before." That to be required to wait twice for a street car in order to reach one's residence is a detriment that works against the development of the district, as well as an aggravation, hardly needs testimony to substantiate.

The term "service" is referred to in the act creating the Public Service Commission, section eight, as follows: "The term 'service' is used in this act in its broadest and most inclusive sense."

In Public Service Commission of Washington, Complainant, v. Puget Sound Traction, Light & Power Company, Respondent, No. 1832, the Commission said:

"The company also contends that to perform the service required in the foregoing order will prevent the company from earning a sufficient return on its investment. Section 9 of chapter 117 of the Session Laws of 1911 provides:

"'Every common carrier shall construct, furnish and provide safe, adequate and sufficient service facilities—to enable it to promptly, expeditiously, safely and properly receive, transport and deliver all persons or property, etc.'"

"To furnish adequate and sufficient service facilities to enable it to promptly, expeditiously, safely and properly transport passengers is the primary duty of the respondent. This duty is not dependent on the ability of the company to earn a return on its investment. It is the performance of this duty which entitles the respondent to a return on its investment.

"The service for which the company is entitled to receive compensation in the form of a return on its investment is the service defined by law, that is, adequate and sufficient. The law does not authorize the respondent to demand a return on its investment for providing a service which is fifty per cent adequate and sufficient, or anything less than one hundred per cent adequate and sufficient.

"The measure of compensation to which respondent may be entitled is not graduated according to the degree of proficiency with which it discharges its duty. The law does not authorize respondent to demand one-half of a reasonable return on its investment for furnishing a service which is fifty per cent adequate and sufficient. Hence a proceeding such as this, to require respondent to provide adequate and sufficient service facilities, is not a proceeding affecting rates. It is not incumbent upon the Commission to make a valuation of respondent's property before requiring the respondent to furnish adequate and sufficient service facilities. Respondent may not defend against such requirement by showing that the particular service demanded is not profitable, and in this case it is no defense for the company to show that a particular line of its system is or is not profitable.

"Wyman on 'Public Service Corporations,' vol. 1, sec. 809;

"*Platt v. LeCocq*, 150 Fed. 391;

"*Mayor v. Dry Dock E. B. & B. R. Co.*, 133 N. Y. 104, 33 N. E. 563;

"*Atlantic Coast Line R. R. v. North Carolina Corporation Commission*, 206 U. S. 1;

"*Washington P. & C. Ry. Co. v. Magruder*, 198 Fed. 218."

The same contention is made in this case by the respondent company. The Commission sees no reason now to recede from the position taken in Cause No. 1832.

This Commission, in Cause No. 1832, laid down the principle that service was the primary obligation of a public utility; that rates are a secondary consideration; the public is entitled to adequate and sufficient service. If the rates are not sufficient to provide such service they should be increased, but service should not in any case be dependent upon the rates and the utility should not be permitted to furnish inadequate service in order that it might increase its return. In this case the service to the district served by the 23d avenue line is inadequate. It is a constant source of aggravation and annoyance to the residents of that district. It is specially aggravating during the rush hours, that is, between seven and nine in the morning and between five and seven in the afternoon. The defendant company should be required to remedy this condition. The 23d avenue line is in reality a crosstown line only between Madison street and Jackson street. Over ninety per cent of the patrons of the line north of Madison street transfer downtown. Under the present system ninety per cent of the passengers are inconvenienced in order to accommodate ten per cent. A shuttle service between Madison street and Jackson street will take care of all of the passengers desiring to use that service, as nearly the

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re district is served by lines running direct to the business center of the city.

The defendant company has produced testimony going to show that the 23d avenue line is operating at a loss. This may be true. The Commission, however, must consider street car service as a whole, as branches are operated as feeders and are necessary to make the service as a whole profitable; while many short branches may not be profitable, others are profitable, and it is as a whole the system must be considered.

The Commission is now valuing this property as a whole and the additional cost required to serve the Interlaken district will be considered by the Commission in fixing the rate of return.

Now, THEREFORE, The Commission being fully advised in the premises, having personally investigated the physical facts, and having read all of the testimony, and arguments of counsel, and being fully satisfied in the premises, finds the facts to be:

I

That respondent is a corporation organized under the laws of the State of Massachusetts, owning and operating a system of street railway lines in the city of Seattle.

II

That respondent operates, among other street railway lines in the city of Seattle, a line extending from Lake Washington along East Madison street, Madison street and other streets and avenues to the business center of the city of Seattle, which is known as the Madison street route. The respondent also operates a street railway line extending from Lake Washington to the business center of the city of Seattle over Jackson street and Yesler way routes. Respondent operates a street railway line on what is known as the 23d avenue route, which extends from the intersection of Jackson street by 23d avenue south, along 23d avenue south, 23d avenue and 23d avenue north to Yesler way, thence northeasterly on Turner way to 24th avenue north, thence north along 24th avenue north and Mont Lake boulevard to the government canal, which 23d avenue line connects with street car lines on said Madison street route and Yesler way route and Jackson street route to the business section of the city of Seattle.

III

That the district served by the 23d avenue line north of Madison street is designated as the Interlaken district, that said district is a substantial portion of the city of Seattle fairly well populated and the population is rapidly increasing.

IV

That over ninety per cent of the persons residing in the Interlaken district who are required to use the 23d avenue line transfer from said line to the business section of Seattle and less than ten per cent of

the patrons of said 23d avenue line use said line as a cross-city line to go to any other portion of the city of Seattle than the business section of said city.

V

That the patrons of said line who reside in said Interlaken district on or near 23d avenue north, desiring to go from their homes to the business section of the city of Seattle, or from the business section of the city of Seattle to their homes, are required to board said car twice and often to wait a considerable length of time for a street car in order to go either to the business section of the city of Seattle or from the business section of the city of Seattle to their homes.

VI

That nearly every other residential section of the city of Seattle has direct street car service and that the service now provided by the respondent company to said Interlaken district and to 23d avenue north is a detriment to said district as a residential district as well as an inconvenience to the residents of said district, and said service is inadequate and insufficient especially between the hours of seven and nine in the morning and five and seven in the evening, when the residents of said district are on their way to and from business.

NOW, THEREFORE, IT IS ORDERED, That the respondent company within sixty days after the date of the service of this order route the cars on 23d avenue north, between the hours of seven and nine in the morning and five and seven in the evening, down Madison street to the business section of the city, said cars to be operated at the same intervals as now operated by the 23d avenue line north of Madison street; that said respondent company operate between Madison street and Jackson street during said period of time, a shuttle service.

No. 1801.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC NORTHWEST TRACTION COMPANY, *Respondent*.

VALUATION FINDINGS.

The above entitled cause having been consolidated for the purpose of receiving evidence and hearing, with the case of F. W. Browne v. Pacific Northwest Traction Company, No. 1539, and the case of O. J. Travis et al. v. Pacific Northwest Traction Company et al., No. 1648, and together with said cases Nos. 1539 and 1648 having come on regularly for hearing before the Public Service Commission of Washington at Seattle, Washington, on December 8, 1914, Chairman Chas. A. Reynolds and Commissioners Arthur A. Lewis and Frank R. Spinning being present, complainant in said Cause No. 1539 being represented by Mr. Whitham, his attorney, and complainants in said Cause No. 1648 being represented by Messrs. Sherwood and Mansfield, their attorneys, the Pub-

lic Service Commission of Washington being represented by Scott Z. Henderson, Assistant Attorney General, and respondents being represented by Mr. Jas. B. Howe, their attorney, witnesses were sworn and examined and hearing concluded.

Having fully considered the evidence and being fully advised in the premises, the Commission now makes and enters in said Cause No. 1801, the following

FINDINGS OF FACT.

That respondent Pacific Northwest Traction Company is a corporation owning, operating and managing an electric railway line extending from the city of Seattle, Washington, to the city of Everett, Washington, which is hereinafter referred to as the "Southern Division"; that respondent also owns, operates and manages an electric railway line extending from the city of Bellingham to Mount Vernon, Washington, with a branch line extending from Burlington to Sedro Woolley, Washington, together with lighting systems in Mount Vernon, Burlington and Sedro Woolley, which railway line, electric light system and branch line are hereinafter referred to as the "Northern Division."

That the railway lines and electric lighting systems constituting the northern division have no physical connection with the railway line referred to as the southern division, said northern division and southern division serving separate, distinct, and independent communities, neither division contributing to or receiving any benefit from the traffic or business of the other division.

II

That the cost of construction and equipment of said southern division was and is the sum of \$1,307,750.96, which includes the amount expended in permanent improvements, all of the cost of which improvements were charged to construction, no part thereof having been charged to operating expenses.

The present cost of construction, as compared with the original cost, is \$1,042,613.00. That the cost of reproducing said property in its present condition is the sum of \$955,825.00.

III

That the capital stock of the Pacific Northwest Traction Company consists of common stock, \$2,000,000; preferred stock, \$600,000; total, \$2,600,000. That the funded indebtedness of said Pacific Northwest Traction Company is \$3,100,000 in addition to which notes of said Pacific Northwest Traction Company, amounting to \$177,000 are held by the Puget Sound Traction, Light & Power Company, one of the respondents in said Cause No. 1648.

That it is impossible to ascertain the present market value of such capital stock or funded indebtedness for the reason that such capital stock and all of the obligations representing such indebtedness are held by said Puget Sound Traction, Light & Power Company, are not upon the market and no market value thereof has been established.

IV

That the expenditure of money in the cost of construction of said railway line described as the southern division, commenced, as nearly as can be ascertained, about the month of March, 1906, and returns in the shape of dividends were first received by respondent on June 30, 1911; that the time intervening between the expenditure of money in the cost of construction and the time when returns in the shape of dividends were first received by respondent, was, as nearly as can be ascertained, five years and four months.

V

That the probable earning capacity of said property referred to as the southern division, under the rates now charged, is \$300,000 per annum, gross.

That the sum required to meet fixed charges of said southern division (interest on bonds) is \$80,000 per annum. That the sum required to meet operating expenses of said southern division is \$155,000 per annum, including taxes.

VI

That the city of Seattle, Washington, the southern terminal of said railway line extending from said city of Seattle to the city of Everett, Washington, is a growing city with a population of approximately 300,000 inhabitants; that the city of Everett, the northern terminal of said railway line, is a growing city with a population of approximately 32,000 inhabitants. That the territory between said cities, tributary to said line, consists of timber and logged off lands suitable, when cleared, for suburban homes and small farms and that the development thereof has been initiated by the construction and operation of said line and such territory should continue to develop and to materially increase the traffic of said railway in addition to the increase of traffic which should result from the continued development and expansion of said terminal cities.

VII

That said railway described as the southern division is located through a district, the topography of which is well adapted to railway construction, being on the whole practically level, and, with few exceptions, free from rolling hills or substantial depressions. That the grades of said southern division are as follows.

615 feet of 2.85 per cent.

850 feet of .60 per cent.

250 feet of 2.58 per cent.

1,300 feet of 2.15 per cent.

2,956 feet of 2 per cent.

That the maximum curvature of said railway is 20 degrees, angle 90 degrees, 31 minutes.

That the grades, curvatures, and other physical conditions affecting the movement of traffic and business on said railway described as the southern division are very satisfactory and better than similar conditions generally prevailing on other railway lines in the state.

VIII

That the expenditures already made by said company in procuring said property were such as were justified by the then existing conditions and such as might reasonably be expected in the immediate future; that the money expended by said company has been reasonable for the present needs of said property and for such needs as may reasonably be expected in the immediate future.

From a consideration of all the evidence and all of the conditions which the Commission should take into consideration, the Commission finds and concludes that the market and fair value of said railway line extending from the city of Seattle to the city of Everett, Washington, and all of the property which pertains to said railway, considered as an entity and a going concern, was and is \$1,150,000 as of the 30th day of June, 1914.

No. 1819.

D. D. DAY *et al.*, *Complainants*, v. TACOMA RAILWAY & POWER COMPANY,
A CORPORATION, *Respondent*.

The Commission heretofore, on the 30th day of April, 1915, entered an order in the above entitled matter, whereby the Commission approved the abandonment by the respondent, of its line and service between Lemmons Beach and Chambers Creek, and reference is made herein to said order for a more particular statement of the findings of this Commission in said matter.

Since the entering of said order the Tacoma Railway & Power Company has filed with the Commission a petition asking the approval of the Commission for the abandonment of the service on the line of the Tacoma Railway & Power Company between Chambers Creek and the town of Steilacoom.

The hearing on the last mentioned petition came on before the Commission at Olympia, Washington, on November 15th, 1915, before A. A. Lewis and F. R. Spinning. The complainants were represented by Hon. B. S. Grosscup, their attorney, the respondent was represented by L. H. Bean, its manager, the Commission was represented by Scott Z. Henderson, Assistant Attorney General, testimony was taken and arguments heard at said hearing.

Since the hearing last referred to the Tacoma Railway & Power Company has filed a stipulation with this Commission, which stipulation was served upon Grosscup and Morrow, attorneys for complainants, on December 28th, 1915, and by the terms thereof the Tacoma Railway & Power Company agrees, if allowed to abandon the service on the old Steilacoom line between Lemmons Beach and the town of Steilacoom, to construct one wagon bridge and two foot bridges over and across Chambers Creek in Pierce county, Washington, in the places designated on the blue print annexed to said stipulation, the said bridges to be

constructed under the supervision of and to the satisfaction of the board of county commissioners of Pierce county.

From the evidence produced the Commission is of the opinion that the public convenience will be served by the building of the proposed line of the Pacific Traction Company from the insane asylum to the town of Stellacoom, and the Commission finds that the old line of the Tacoma Railway & Power Company between Lemmons Beach and Stellacoom did not serve a sufficient traffic to justify the operation of said line through the territory in which the said line operated, and that from a consideration of the testimony, it does not appear to the Commission that sufficient traffic will be available to justify a continuance of said line between Lemmons Beach and Stellacoom.

The Commission is further of the opinion that if the Railway Company builds and operates the proposed line between the state asylum and the town of Stellacoom, it would be unreasonable for this Commission to compel said Railway Company to continue the service between Lemmons Beach and the town of Stellacoom.

IT IS THEREFORE ORDERED, That the service of the Tacoma Railway & Power Company between Lemmons Beach and the town of Stellacoom may be discontinued and abandoned from and after the date when the railway line is completed between the insane asylum and the town of Stellacoom, and service established thereon, and the Commission hereby gives its consent to the said abandonment referred to, upon the following conditions, to-wit:

That the said Tacoma Railway & Power Company shall construct one wagon bridge and two foot bridges over and across Chambers Creek in Pierce county, in the places designated on the blue print annexed to the stipulation heretofore referred to, and by reference made a part hereof.

The said wagon bridge and foot bridges to be constructed under the supervision of, and at the points designated, to the satisfaction of the said board of county commissioners, and subject to the approval of said board.

No. 1871.

JAMES A. DOUGAN, ON BEHALF OF HIMSELF AND ALL OTHER PERSONS
SIMILARLY SITUATED, *Complainants*, v. PUGET SOUND TRACTION,
LIGHT & POWER COMPANY, *Respondent*.

Complaint relating to commutation tickets and rates on so-called Ferry line, in West Seattle.

Complainant having advised the Commission that by reason of changed conditions since the institution of the above entitled proceeding there now exists no reason why said proceeding should be heard,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1881.

THE PUBLIC SERVICE COMMISSION OF THE STATE OF WASHINGTON, ON THE RELATION OF THE CITY OF SEATTLE, *Complainant*, v. PUGET SOUND TRACTION, LIGHT N POWER COMPANY, A CORPORATION, *Defendant*.

Complaint relating to discontinuance of traffic arrangement between respondent and the port commission.

This matter coming on to be heard upon an application of the City of Seattle for a dismissal of the above entitled cause, and the Commission being fully advised in the premises,

IT IS ORDERED, That the above entitled cause be, and the same is hereby, dismissed without prejudice.

No. 1944.

PUGET SOUND TRACTION, LIGHT & POWER COMPANY, A CORPORATION, *Complainant*, v. THE CITY OF SEATTLE, *Respondent*.

ORDER DENYING MOTION TO DISMISS.

Petition filed by complainant for abrogation of certain franchise provisions.

This cause came on for hearing before the Public Service Commission of Washington at its office in Olympia, Washington, on December 14, 1915, on the motion of respondent to dismiss the complaint in this proceeding. The Commission having heard argument of counsel, and being fully advised in the premises,

IT IS ORDERED, That respondent's motion to dismiss be, and the same hereby is, denied.

No. 1953.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Respondents*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at Seattle, Washington, September 20, 1915, Chairman C. A. Reynolds and Commissioner Frank R. Spinning being present. The parties on whose petition the Commission filed the complaint in this proceeding were represented by Mr. W. B. Allison and respondent was represented by Mr. W. R. Crawford. Witnesses were sworn and examined and the hearing concluded. The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.**I**

That the Seattle, Renton & Southern Railway Company is a street railway company, operating street railways in the city of Seattle and an interurban railway from the southern limits of the city of Seattle southerly through Bryn Mawr and to communities beyond Bryn Mawr for the public use in the conveyance of persons and property for hire.

II

For several years prior to the commencement of this proceeding respondent stopped its cars for receiving and discharging passengers, and maintained a small waiting shed for the accommodation of such passengers, at a point north of and near the southerly city limits of the city of Seattle. A short time prior to the commencement of this proceeding respondent discontinued the practice of stopping cars at said point for receiving or discharging passengers and removed said waiting shed. The waiting shed was located on private property not belonging to respondent. The railway track is located approximately twenty feet from the northeasterly line of Rainier Avenue, and the space between the railway track and Rainier Avenue is private property not owned by respondent. During the time that respondent stopped its cars at said point for receiving and discharging passengers such passengers of necessity crossed said strip of private property in going to and from respondent's cars. About three months prior to the commencement of this proceeding respondent was ordered by the owner of said private property to remove said waiting shed from said property, whereupon respondent removed said shed and discontinued stopping its cars at said point.

III

At the intersection of Rainier Avenue and 75th Avenue south, which point is approximately 1,000 feet northwesterly from the city limits, measured along the center line of said Rainier Avenue, respondent makes regular stops for receiving and discharging passengers, and maintains a waiting shed for their accommodation. The only dwellings between 75th Avenue south and Ryan street, which is located adjacent to, north of and parallel with the southern city limits of Seattle, are described and located as follows: One house between Rainier Avenue and Waters Avenue, located 166 feet southeasterly along Rainier Avenue from the center line of 75th Avenue south; one house between Rainier Avenue and Waters Avenue, located 230 feet measured along Rainier Avenue southeasterly from the center line of 75th Avenue; one house located between Rainier Avenue and Lake Washington and 210 feet measured along Rainier Avenue southeasterly from the center line of 75th Avenue south; one house located between Rainier Avenue and Waters Avenue and 700 feet measured along Rainier Avenue southeasterly from the center line of 75th Avenue south; one house located on the shore of Lake Washington, 775 feet measured

along Rainier Avenue southeasterly from the center line of 75th Avenue south. There are no other dwellings located in the vicinity of the point where respondent's railway line intersects the southern limits of the city of Seattle.

IV

Near the north end of Grand Avenue in the village of Bryn Mawr respondent makes regular stops for receiving and discharging passengers, and maintains a waiting station for their accommodation, which waiting station is about 450 feet southeasterly from the north line of the platted portion of Bryn Mawr. There are but two dwellings located between the north line of the platted portion of Bryn Mawr and the southerly limits of the city of Seattle which are in any way tributary to respondent's line. One of these dwellings is located 840 feet northwesterly from said waiting station at Bryn Mawr and 3,675 feet southeasterly from the point where respondent's railway intersects the southerly limit of the city of Seattle, while the other dwelling referred to is located 1,240 feet northwesterly from the Bryn Mawr station and 3,275 feet southeasterly from the point where respondent's railway intersects the southern limit of the city of Seattle.

V

The complaint in this proceeding was filed by the Commission on its own motion in response to a petition presented to the Commission bearing about 127 signatures. All of the persons whose names appear upon said petition reside at or near the village of Bryn Mawr, and none of them reside at or in the vicinity of the point where respondent's railway intersects the southern limit of the city of Seattle. No person residing at or in the vicinity of the last described point appeared or was represented at the hearing and no complaint from any person residing at or in the vicinity of such point has been received by the Commission.

VI

It was not contended by any of the persons who appeared or were represented at the hearing that the service facilities of respondent at Bryn Mawr station are inadequate or insufficient, and no evidence was introduced tending to show that respondent's service facilities are inadequate or insufficient to enable it to promptly, expeditiously and properly receive, transport and deliver persons destined to or from Bryn Mawr station. The only reason offered in support of the complaint in this proceeding is that many of the people residing at or in the vicinity of Bryn Mawr station frequently walked to or from the station stop formerly maintained near the southern limit of the city of Seattle, thereby saving five cents, the fare on the street railway line in the city of Seattle being limited by ordinance to five cents, while an additional fare of five cents is charged by respondent for transportation between the southern limit of the city of Seattle and Bryn Mawr station. No evidence was introduced to show that the station stop

maintained by respondent at 75th Avenue south was not adequate and sufficient to enable the respondent to promptly, expeditiously and properly receive, transport and deliver persons destined to or from the locality served by said station stop at 75th Avenue south, or the locality which was served by the station stop formerly maintained by respondent at or near the point where its railway intersects the southern limit of the city of Seattle.

CONCLUSIONS.

The Commission is of the opinion, and concludes, that to require respondent to stop its cars for receiving or discharging passengers, or to maintain a waiting shed for the accommodation of passengers at or near the point where its railway intersects the Southern limit of the city of Seattle would be, under the circumstances and conditions shown by the evidence in this case, an unreasonable and unwarranted interference with the rights of respondent. It was not contended, and no evidence was introduced tending to show, that respondent's service facilities at 75th Avenue south are not adequate and sufficient to enable respondent to properly serve patrons destined to or from points in the vicinity thereof, or points in the vicinity of the intersection of the Southern limit of the city of Seattle by respondent's railway. Neither was it contended or shown by evidence that respondent's service facilities at Bryn Mawr station are not adequate and sufficient to enable it to properly serve patrons destined to or from that station or points in the vicinity thereof. The evidence does show that the station at Bryn Mawr better serves the convenience of respondent's patrons destined to or from said Bryn Mawr station, or points in the vicinity thereof, than would a station located at or in the vicinity of the point where respondent's railway intersects the southern limit of the city of Seattle. The fact that patrons of respondent destined to or from Bryn Mawr station or points in that vicinity may walk to the southern limits of the city of Seattle and by boarding respondent's cars at that point save a portion of the fare for such patrons would otherwise be required to pay, in no way promotes the convenience of such patrons. On the other hand such an arrangement would tend to inconvenience respondent's patrons. This inconvenience would exist, even though some of such patrons may be willing to suffer such inconvenience in order thereby to secure a five cent rate for transportation over the remainder of their journey to or from the city. The question involved here does not concern the right of a patron to transportation over respondent's line between points in Seattle and the southern limit of the city of Seattle for a single fare of five cents. The Commission assumes that this right exists and that upon a proper showing that patrons of respondent destined to or from the point where respondent's railway intersects the southern limit of the city of Seattle, or points in that vicinity, could be promptly, expeditiously and properly received and transported by respondent only by receiving and delivering passengers at the southern limits of the city, and that it

is practicable to receive and deliver such passengers at that point, it would be reasonable to require respondent to receive and deliver passengers there and provide for their accommodation. However, the question which must be determined in this case is whether or not it is reasonable to require respondent to stop its cars, and provide for the accommodation of passengers at the southern limits of the city of Seattle when such passengers are destined to or from Bryn Mawr station and points in that vicinity, where adequate and sufficient service facilities are maintained by respondent. In other words, is it reasonable to require respondent to maintain two stations and make two stops in order that some of its patrons may walk a portion of their journey and thereby save a portion of the fare. Being satisfied that it is not reasonable to require respondent to maintain two stations for the purpose indicated, and that an order having that effect would be unreasonable and contrary to law, the Commission will dismiss this proceeding.

WHEREFORE, IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4017.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF SEATTLE, *Complainant*, v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY. *Respondent*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Commission at Seattle, Washington, on April 10, 1916, Chairman C. A. Reynolds and Commissioner Frank R. Spinning being present. The city of Seattle was represented by Mr. Walter F. Meier, assistant corporation counsel. Respondent was represented by Mr. James B. Howe, its attorney. Witnesses were sworn and examined and cause continued until April 17, 1916, at which time and place this cause came on for hearing before the Commission, Chairman C. A. Reynolds and Commissioner Frank R. Spinning being present, and the parties being represented as theretofore. Witnesses were sworn and examined and hearing concluded.

The Commission having considered the evidence and being fully advised in the premises makes the following

FINDINGS OF FACT.

I

That respondent is a street car company, being a corporation authorized to transact business in the state of Washington, owning, controlling, operating and managing a system of street railroads in the city of Seattle, Washington.

II

Respondent operates the following described street railroad lines in the city of Seattle:

<i>Name of Line</i>	<i>Miles in Length</i>	<i>No. of Cars Operated</i>	<i>Running Time</i>
Alki Point	8.852	13	50 to 70 Min.
Ballard Beach	7.492	7	40 to 45 Min.
Ballard North	6.455	8	30 to 37 Min.
Broadway	4.524	16	30 to 35 Min.
Capital Hill	3.597	11	25 to 30 Min.
Eastlake	6.931	30	40 to 50 Min.
East Queen Anne.....	4.411	7	30 to 35 Min.
East Union, 26th Ave. S.....	5.166	14	35 to 40 Min.
Fauntleroy Park	9.222	18	60 to 75 Min.
Fort Lawton	6.675	5	35 to 40 Min.
Fremont-Ballard	7.511	13	40 to 50 Min.
Green Lake	7.181	18	35 to 45 Min.
Madison Electric	4.565	18	25 to 35 Min.
Kinnear-Beacon	6.628	16	40 to 48 Min.
Madrona	3.633	10	24 to 30 Min.
Meridian Avenue	6.509	12	40 to 45 Min.
Mount Baker and 19th Ave.....	7.228	13	45 to 50 Min.
North Queen Anne.....	4.457	12	30 to 35 Min.
Phinney Avenue	7.050	26	35 to 45 Min.
South Park	5.893	8	30 to 35 Min.
South Seattle	4.027	6	20 to 30 Min.
Twenty-third Avenue	3.884	3	15 to 20 Min.
Wallingford	5.944	12	30 to 40 Min.
West Queen Anne.....	4.764	14	25 to 30 Min.
West Woodland	6.350	7	35 to 40 Min.

III

Respondent's car equipment consists of forty-seven cars equipped with heaters, twenty-two of which are of the closed type known as the "700" type and twenty-five of which are open end cars known as the "600" type. The twenty-two closed cars are of the two motor maximum traction type and can be operated only on lines running up to about seven per cent grade. These cars have been distributed in the north end of the city and are operated on the Meridian, Green Lake and Fremont-Ballard lines, the remainder of the cars operated, approximately 303 double truck cars and 31 single truck cars, are not equipped with heating apparatus. Of the 381 passenger cars operated by respondent 207 are open end cars. The 25 open end cars were equipped by respondent after such cars had been in use some time, the heating apparatus being located beneath the seats, with a sheet-iron shield between the heater and the seat designed to deflect the heat and cause same to rise behind the seat.

IV

Attached hereto, marked "Exhibit A" and made a part of these findings, is a statement covering the three winters last past and showing the number of days during the months of November, December, January and February on which the minimum and mean temperatures

were between 40 and 35 degrees, between 35 and 30 degrees and below 30 degrees, Fahrenheit. The minimum temperature was below 40 degrees Fahrenheit for 61 days during the winter of 1913-1914; for 69.5 days during the winter of 1914-1915 and for 84.5 days during the exceptionally cold winter of 1915-1916.

V

To complete the equipment of respondent's passenger cars with heating apparatus would require equipping 303 double truck cars and 31 single truck cars, which would cost upwards of \$29,000, allowing six heaters to the car. To equip the double truck cars with 10 heaters to the car, and the single truck cars with six heaters to the car would cost upwards of \$39,000. Advances in the cost of material made since the estimates on the cost of equipping respondent's cars with heating apparatus were compiled, have been such that the amount required therefor would now be considerably in excess of the sums stated.

The 207 open end cars referred to are closed with vestibule, doors, etc., at the head end and for about two-thirds of the length of the car, while the rear portion of the car is open on the sides and at the rear end. Curtains are provided along the sides of the rear portion of the car which may be raised or lowered. During stormy or cold weather the rear portion of a car of this type is unsatisfactory. The curtains permit strong drafts, and it is impracticable to heat the rear portion of the car properly. It is practicable to provide sash with glass which may be placed on the outside over the curtains, on each side of the rear portion of such cars, thereby closing both sides of the cars for use during the fall, winter and spring months. The sash may be removed during the summer months. The cost of equipping the 207 cars of this type with sash and glass, in the manner indicated, would be approximately \$7,500. It is necessary to equip all of respondent's cars of the open end class with sash and glass in the manner described in order to make respondent's service facilities and equipment safe, adequate and sufficient to enable it to safely and properly receive, transport and deliver persons, and to promote the safety, health, comfort and convenience of its patrons, employees and the public.

VI

Respondent's Alki Point, Ballard Beach and Fauntleroy Park lines are located principally along the water front where the atmospheric conditions during the fall, winter and spring months are such that in view of the length of these lines and the time required for transportation of persons thereon, the need for artificial heat in the cars is greater than other lines operated by respondent.

In order that respondent's service facilities and equipment may be made safe, adequate and sufficient to enable it to properly receive, transport and deliver persons on said Alki Point, Ballard Beach and Fauntleroy Park lines and to promote the safety, health, comfort and convenience of respondent's patrons, employees and the public, it is

necessary that all cars operated by respondent on the three lines last mentioned should be properly equipped with heating apparatus and that the temperature in said cars should be maintained between 40 and 60 degrees Fahrenheit when the minimum temperature outside falls below 40 degrees. The Alki Point line is 8.852 miles in length and from 50 to 70 minutes are required for operation of cars thereover; 13 cars are operated on this line. The Ballard Beach line is 7.492 miles in length and from 40 to 45 minutes are required for operating cars thereover; seven cars are operated on this line. The Fauntleroy Park line is 9.222 miles in length and from 60 to 75 minutes are required for operating cars thereover; 18 cars are operated on this line. In order that respondent may provide cars with suitable heating apparatus for the three lines referred to without disturbing the distribution of the 47 cars which are now equipped with heating apparatus it will be necessary for respondent to equip 38 additional cars with suitable heating apparatus, and it will be necessary to provide six heaters in single truck cars and 10 heaters in double truck cars in order to secure proper distribution of heat.

Cars with heaters located beneath the seats are not adequate and sufficient for the reason that the particular seats beneath which the heaters are located become too warm to promote the health, comfort and convenience of passengers, while the heat is not properly radiated throughout the car and other seats and other portions of the car become too cold to promote the health, comfort and convenience of passengers. It will cost about \$5,000.00 to equip 38 double truck cars with 10 heaters to the car. Due to advancing prices of metals the cost of equipping these 38 cars with heaters may exceed the sum of \$5,000.00 by as much as 25 per cent. Conditions peculiar to the three lines mentioned are such that an expenditure of approximately \$7,500.00, if necessary, to promote the health, comfort and convenience of patrons of such lines would, in the judgment of the Commission, be reasonable, necessary and advisable.

CONCLUSION.

The Commission believes that it should require all of the open end cars now used by respondent to be provided with sash and glass for closing the sides of such cars during the winter season, and that the Alki Point, Ballard Beach and Fauntleroy Park lines should be provided with cars having heating apparatus installed and ready for use on or before December 1, 1915.

It appears from the evidence in this case that during the year preceding the hearing, jitney buses operating on streets traversed by respondent's various street car lines deprived respondent of approximately \$500,000.00 in street car fares and that at the time of the hearing such jitney buses were depriving respondent of over \$1,000.00 per day.

The Commission will order the open end cars to be closed with sash and glass in the manner hereinbefore indicated, as well as heated car service on the Alki Point, Ballard Beach and Fauntleroy Park lines be-

cause of the peculiar conditions affecting these lines. No order will be made at this time relative to installing new heaters in cars on any of the lines except the three mentioned, for the reason that the Commission is convinced it would not be reasonable to require the respondent to make the necessary expenditures.

WHEREFORE, IT IS ORDERED, That respondent provide sash with glass for the open end cars of the "600" type, suitably constructed for closing in the open sides of such cars during the winter months and install heaters in the 38 cars operated on the Alki Point, Ballard Beach and Fauntleroy Park lines, such heaters to be suitably located and not beneath car seats, with not less than six heaters in single truck cars, or ten heaters in double truck cars; all of said sash with glass and heaters to be provided, installed and ready for use not later than December 1, 1916, and change heaters already installed by removing them from beneath the seats to a place where the heat will properly radiate throughout the car.

EXHIBIT A.

MONTH	YEAR	NUMBER OF DAYS MINIMUM TEMPERATURE WAS				NUMBER OF DAYS MEAN TEMPERATURE WAS			
		Between 40°-35°	Between 35°-30°	Below 30°	Total	Between 40°-35°	Between 35°-30°	Below 30°	Total
November	1913	8.5	0.0	0.0	8.5	0.0	0.0	0.0	0.0
December	1913	9.5	7.5	2.0	19.0	8.0	0.0	0.0	8.0
January	1914	13.5	5.0	0.0	18.5	5.0	0.5	0.0	5.5
February	1914	4.0	8.0	3.0	15.0	8.0	2.0	0.0	10.0
November	1914	7.0	1.0	0.0	8.0	0.0	0.0	0.0	0.0
December	1914	7.5	6.0	8.5	22.0	6.0	8.0	0.0	14.0
January	1915	12.5	12.0	1.5	26.0	14.0	0.0	0.0	14.0
February	1915	10.0	3.0	.5	13.5	1.0	0.0	0.0	1.0
November	1915	14.5	3.5	0.0	18.0	3.0	0.0	0.0	3.0
December	1915	9.5	3.5	2.0	15.0	7.5	1.5	1.0	10.0
January	1916	3.6	3.5	22.5	29.5	6.0	8.0	14.0	28.0
February	1916	12.0	6.5	3.5	22.0	4.0	4.5	0.0	8.5

DISPOSITION OF CASES AFFECTING ELECTRIC LIGHT AND POWER PLANTS.

No. 1851.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON RELATION OF EVERETT TRADES COUNCIL, *Complainant*, v. PUGET SOUND INTERNATIONAL RAILWAY & POWER COMPANY, A CORPORATION, *Respondent*.

OPINION, FINDINGS OF FACT AND ORDER.

This cause came on regularly for hearing at Everett, Washington, on the 23d day of March, 1915, before the Public Service Commission of Washington, there being present Chairman C. A. Reynolds and Commissioners Arthur A. Lewis and Frank R. Spinning, the complainant, Everett Trades Council, being represented by R. J. Fausett, its attorney, and the Everett Railway, Light & Water Company and Puget Sound International Railway & Power Company being represented by their attorney, J. A. Coleman.

Testimony was offered on the part of the Public Service Commission of the State of Washington, the complainant, and the defendant companies, and briefs filed herein, and the cause finally submitted to the Commission for its decision.

The property of the defendant company was valued by a former Commission, under date of February, 1912, in cause No. 447. From the transcript of the testimony in that case, and the findings filed therein, it appears, first, that the actual cost of the property at that time was \$1,817,164. The cost of reproducing the property new was found to be \$2,073,187. The depreciated value of the property was found to be \$1,704,616. The earnings of the company for December, 1911, were found to be as follows:

Water system	\$66,007
Railway system	48,434
Light & Power Company.....	20,121

The fair value of the property used and useful in the public service, as of that date, was found by said Commission to be \$2,000,000.

Additions have been made to the respondent's property since said date, as follows:

Railway department	\$63,561 56
Light and power department.....	27,465 48
Water department	79,565 50

Total.....\$170,592 54

Accepting the fair value found by the former commission, for the purposes of this case, to be correct, and adding thereto \$170,592.54, the fair value for rate making purposes at this date, would then be the sum of \$2,170,592.54.

The light and power department shows a gross revenue for 1914 of \$184,527.55, and a net revenue, less taxes, of \$88,884.06. The segregated value of the light and power department is the sum of \$469,465.48, and the return upon that value, excluding depreciation, is 18.93%. It seems that Mr. Gillett and Mr. Gray have allowed 3.12% for depreciation. Deducting 3.12% from 18.93%, the return of the defendant company, we have a return upon the fair value of this property of 15.81%. It is needless to say that this return is far in excess of the fair, reasonable, just and sufficient return contemplated by the statute or which a utility of this nature should be allowed.

Commission's Exhibit, No. 1, page 17, discloses the fact that about 75% of the consumers of electrical energy for residential lighting use less than twenty kilowatt hours, and about 90% use less than thirty kilowatt hours. It also appears from an examination of said data that 44% of the patrons of said company pay the minimum charge of one dollar.

From the foregoing it would appear, and the Commission now finds, that the rates for residential lighting, as disclosed by "Schedule A" of respondent's tariff, and "Schedule B," commercial lighting, of the tariff on file in the office of the Public Service Commission of Washington, are unreasonable, unjust and excessive.

The Commission further finds that the following schedules for residential lighting and commercial lighting are just, fair, reasonable and sufficient:

SCHEDULE "A"—TARIFF No. 4.

LIGHTING RATES FOR RESIDENCES.

First 20 K.W.H., consumption per month..... 7.7c per K.W.H.
 Second 20 K.W.H., consumption per month..... 5.5c per K.W.H.
 All over 40 K.W.H., consumption per month..... 3.3c per K.W.H.
 Subject to a minimum charge of 75c per month.

A discount of 10 per cent to be allowed on bills paid within 10 days from date of mailing or delivery of bill.

SCHEDULE "B"—TARIFF No. 4.

COMMERCIAL LIGHTING RATES

<i>Per K. W. H.</i>	<i>With Monthly Guarantee.</i>	<i>Being 1-12 of K. W. Year Guarantee.</i>
7.11	\$2.23	\$26.80
6.66	2.68	32.20
6.22	3.13	37.60
5.77	3.58	43.00
5.33	4.02	48.20
4.88	4.47	53.60
4.44	4.91	59.00
4.00	5.37	64.60
3.55	5.81	69.80
3.33	6.27	75.20

The monthly guarantee shall in no case be less than \$1.00.

A discount of 10% on the K. W. H. rate to be allowed on bills paid within ten days from date of mailing or delivery of the bill.

The monthly and annual guarantees are based upon the kilowatts as determined by demand meters or check of service.

It has been suggested to the commission that the railway department should be considered in conjunction with the light and water departments, and the deficiency in return of the railway department be made good out of the excessive return of the other two departments; in other words, that the users of electrical energy or of water should be charged an excessive rate in order that the excess in returns of the water and light might be transferred to the railway department to make the return of such department sufficient. The users of the electrical energy or of the water may, or may not, be patrons of the railway department. The defendant company might be engaged in many different kinds of business. It is unfair to increase the charges to the patrons of one department in order that another department may show a return. The users of light and water have a right to a supply of electrical energy or water at fair, just, reasonable and sufficient rates, independent of whether or no some other department operated by the same company is profitable or otherwise. If the rates of some other department are not fair, they should be made so, but the Public Service Commission has no right under the law to tax users of electrical energy or water in order that the patrons of a street railway may be permitted a low rate, or in order that the utility may be permitted to compete with some other form of transportation. The rates now established by the commission in this instance with the same patronage will allow the company a return of 8% while the Public Service Commission has not, and will not establish any definite return as applicable to all cases, we consider that the return under the rates now established by us to be just, fair, reasonable and sufficient, and this meets the statutory requirement.

The city of Everett is negotiating with respondent company for the purchase of the water department. We have been requested to delay our decision until the termination of these negotiations. The Commission will, therefore, withhold its decision as to the reasonableness of the charges for water for a period of sixty days from the date of the filing of this opinion. If at that time the negotiations between the city and respondent are not completed the Commission will fix fair, just, reasonable and sufficient rates for this department if those now in effect are found to be unreasonable.

NOW. THEREFORE, The Commission having fully considered the testimony in this case, and the Findings of Fact herein, and being fully advised in the premises, hereby orders:

I.

That the rates of respondent company named in the tariffs for residential and commercial lighting now on file in the office of the Public Service Commission of Washington be, and the same are hereby, cancelled and set aside.

II.

That the following rates for residential and commercial lighting be, and they are hereby, established and substituted for those cancelled, as the just, fair, reasonable and sufficient rates to be charged by the respondent company for residential and commercial lighting in the city of Everett, and the said respondent company is ordered to file with the Public Service Commission of Washington said schedules:

SCHEDULE "A"—TARIFF No. 4.

LIGHTING RATES FOR RESIDENCES.

First 20 K.W.H., consumption per month..... 7.7c per K.W.H.
 Second 20 K.W.H., consumption per month..... 5.5c per K.W.H.
 All over 40 K.W.H., consumption per month..... 3.3c per K.W.H.
 Subject to a minimum charge of 75c per month.

A discount of 10 per cent to be allowed on bills paid within 10 days from date of mailing or delivery of bill.

SCHEDULE "B"—TARIFF No. 4.

COMMERCIAL LIGHTING RATES

<i>Per K. W. H.</i>	<i>With Monthly Guarantee.</i>	<i>Being 1-12 of K. W. Year Guarantee.</i>
7.11	\$2.23	\$26.80
6.66	2.68	32.20
6.22	3.13	37.60
5.77	3.58	43.20
5.33	4.02	48.20
4.88	4.47	53.60
4.44	4.91	59.00
4.00	5.37	64.60
3.55	5.81	69.80
3.33	6.27	75.20

The monthly guarantee shall in no case be less than \$1.00.

A discount of 10% on the K. W. H. rate to be allowed on bills paid within ten days from date of mailing or delivery of the bill.

The monthly and annual guarantees are based upon the kilowatts as determined by demand meters or check of service.

No. 1851.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON RELATION OF EVERETT TRADES COUNCIL, *Complainant*, v. PUGET SOUND INTERNATIONAL RAILWAY & POWER COMPANY, A CORPORATION, *Respondent*.

OPINION, FINDINGS OF FACT AND ORDER.

This cause came on regularly for hearing at Everett, Washington, on the 23d day of March, 1915, before the Public Service Commission of Washington, there being present Chairman C. A. Reynolds and Commissioners Arthur A. Lewis and Frank R. Spinning, the complainant, Everett Trades Council, being represented by R. J. Fausett, its attorney, and the Everett Railway, Light & Water Company and Puget Sound International Railway & Power Company being represented by their attorney, J. A. Coleman.

Testimony was offered on the part of the Public Service Commission of Washington, the complainant, and the defendant companies, and briefs filed herein, and the cause finally submitted to the Commission for its decision.

Thereafter and on the 15th day of December, 1915, the Public Service Commission of Washington filed herein its Opinion, Findings of Fact and Order, and thereafter respondent company petitioned the Public Service Commission for a rehearing in the above entitled matter, and further arguments were made by the respondent company, and by the representatives of the Everett Trades Council and the City of Everett, and the Commission being now fully advised in the premises, denies the petition of respondent for a rehearing herein and files this its supplemental and final Order in the above entitled matter.

The property of the defendant company was valued by a former commission, under date of February, 1912, in cause No. 447. From the transcript of the testimony in that case, and the findings filed therein, it appears, first, that the actual cost of the property at that time was \$1,817,164. The cost of reproducing the property new was found to be \$2,073,187. The depreciated value of the property was found to be \$1,704,616. Additions have been made to the respondent's property since said date as follows:

Railway department	63,561 56
Light and power department.....	27,465 48
Water department	79,565 50

Total.....\$170,592 54

The Commission now finds the fair value for rate making purposes as of this date, to be the sum of \$2,170,592.54.

The Commission further finds the segregated value of the light and power department as of this date to be the sum of \$469,465.48, and the gross revenue for the light and power department for the year 1914 to be \$184,527.55, and the net revenue less taxes to be the sum of \$88,884.06. The Commission further finds that the net returns upon the segregated value of the light and power department excluding de-

preciation to be 18.93%. Both Mr. Gillette and Mr. Gray have allowed 3.12% for depreciation. After deducting for depreciation the defendant company is earning a net return far in excess of what is just, fair and reasonable, and such as is contemplated by the statute or which a utility of this nature should be allowed.

Commission's Exhibit No. 1, page 17, discloses the fact that about 75% of the consumers of electrical energy for residential lighting use less than twenty kilowatt hours, and about 90% use less than thirty kilowatt hours. It also appears from an examination of said data that 44% of the patrons of said company pay the minimum charge of one dollar.

It will be seen from an examination of the transcript in this case that all of the engineers allowed a utility factor in valuing the watershed property. Such utility factor is eliminated by the courts, even the valuation of rights of way. *Simpson v. Shephard*, 230 U. S. 352.

From the foregoing it would appear, and the Commission now finds that the rates for residential light, as disclosed by "Schedule A" of respondent's tariff, and "Schedule B," of the tariff on file in the office of the Public Service Commission of Washington, are unreasonable, unjust and excessive.

The records of the office of the Public Service Commission will show that maximum rates for residential lighting in cities much smaller than Everett, and where the rates have been voluntarily fixed by the utilities, are as follows:

Redmond	8 cents
Auburn	8 cents
Kent	8 cents
Sumner	8 cents
Enumclaw	8 cents
Renton	8 cents
Puyallup	8 cents
Orting	8 cents
Richmond Beach	8 cents
Issaquah	8 cents
North Bend	8 cents

Rates in the State of California for cities of about the size of Everett, are as follows:

Modesto	7 cents
Red Bluff	7 cents
Redding	7 cents
Chico	7 cents
Stockton	6.5 cents
Antioch	7 cents
Anderson	7 cents
Cottonwood	7 cents
Keanet	7 cents
Corning	7 cents
Sacramento	7 cents

In view of the foregoing, the Commission further finds that the following schedules for residential and commercial lighting in the city of Everett are just, fair, reasonable and sufficient:

SCHEDULE "A"—TARIFF No. 4.

LIGHTING RATES FOR RESIDENCES.

First 60 K.W.H., consumption per month..... 7.7c per K.W.H.
 Second 60 K.W.H., consumption per month..... 5.5c per K.W.H.
 All over 120 K.W.H., consumption per month..... 3.3c per K.W.H.

Subject to a minimum charge of 75c per month.

A discount of 10 per cent to be allowed on bills paid within 10 days from date of mailing or delivery of bill.

SCHEDULE "B"—TARIFF No. 4.

COMMERCIAL LIGHTING RATES

<i>Per K. W. H.</i>	<i>With Monthly Guarantee</i>	<i>Being 1-12 of K. W. Year Guarantee.</i>
7.11	\$2.23	\$26.80
6.66	2.68	32.20
6.22	3.13	37.60
5.77	3.58	43.20
5.33	4.02	48.20
4.88	4.47	53.60
4.44	4.91	59.00
4.00	5.37	64.60
3.55	5.81	69.80
3.33	6.27	75.20

The monthly guarantee shall in no case be less than \$1.00.

A discount of 10% on the K. W. H. rate to be allowed on bills paid within ten days from date of mailing or delivery of the bill.

The monthly and annual guarantees are based upon the kilowatts as determined by demand meters or check of service.

It has been suggested to the Commission that the railway department should be considered in conjunction with the light and water departments, and the deficiency in return of the railway department be made good out of the excessive return of the other two departments; in other words, that the users of electrical energy or of water should be charged excessive rates in order that the excess in returns of the water and light might be transferred to the railway department to make the return of such department sufficient. The users of the electrical energy or of the water may, or may not, be patrons of the railway department. The defendant company might be engaged in many different kinds of business. It is unfair to increase the charges to the patrons of one department in order that another department may show a return. The

users of light and water have a right to a supply of electrical energy or water at fair, just, reasonable and sufficient rates, independent of whether or no some other department operated by the same company is profitable or otherwise. If the rates of some other department are not fair, they should be made so, but the Public Service Commission has no right under the law to tax users of electrical energy or water in order that the patrons of a street railway may be permitted to compete with some other form of transportation. The rates now established by the Commission in this instance with the same patronage will allow the company a return of 8%, and while the Public Service Commission has not, and will not establish any definite return as applicable to all cases, we consider that the return under the rates now established by us to be just, fair, reasonable and sufficient, and this meets the statutory requirement.

The city of Everett through its corporation counsel has requested the Public Service Commission to withhold its decision as to the rates charged by respondent for water, for the reason that negotiations have been pending between the city and respondent for the purchase of the water system. The Commission has complied with the request of the city of Everett, and we are now informed that the city has completed its negotiations for the purchase of the water system, and will shortly take over such system.

Now THEREFORE, The Commission having fully considered the testimony in this case, and the findings of fact, herein, and being fully advised in the premises, hereby orders:

I

That the rates of respondent company named in the tariffs for residential and commercial lighting now on file in the office of the Public Service Commission of Washington, be and the same are, hereby cancelled and set aside.

II

That the following rates for residential and commercial lighting be, and they are hereby, established and substituted for those cancelled, and as the just, fair, reasonable and sufficient rates to be charged by the respondent company for residential and commercial lighting in the city of Everett, and the said respondent company is ordered to file with the Public Service Commission of Washington said schedules:

SCHEDULE "A"—TARIFF No. 4.

LIGHTING RATES FOR RESIDENCES.

First 60 K.W.H., consumption per month.....	7.7c per K.W.H.
Second 60 K.W.H., consumption per month.....	5.5c per K.W.H.
All over 120 K.W.H., consumption per month.....	3.3c per K.W.H.

Subject to a minimum charge of 75c per month.

A discount of 10 per cent to be allowed on bills paid within 10 days from date of mailing or delivery of bill.

SCHEDULE "B"—TARIFF No. 4.

COMMERCIAL LIGHTING RATES

<i>Per K. W. H.</i>	<i>With Monthly Guarantee.</i>	<i>Being 1-12 of K. W. Year Guarantee.</i>
7.11	\$2.23	\$26.80
6.66	2.68	32.20
6.22	3.13	37.60
5.77	3.58	43.20
5.33	4.02	48.20
4.88	4.47	53.60
4.44	4.91	59.00
4.00	5.37	64.60
3.55	5.81	69.80
3.33	6.27	75.20

The monthly guarantee shall in no case be less than \$1.00.

A discount of 10 per cent on the K. W. H. rate to be allowed on bills paid within ten days from date of mailing or delivery of the bill.

The monthly and annual guarantees are based upon the kilowatts as determined by demand meters or check of service.

No. 1851.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
EVERETT TRADES COUNCIL, *Complainant*, v. PUGET SOUND INTERNATIONAL RAILWAY & POWER COMPANY, A CORPORATION, *Respondent*.

ORDER SUSPENDING OPERATION OF ORDER ENTERED DECEMBER 9, 1915.

On December 9, 1915, an order was entered in the above entitled cause requiring cancellation of certain rates for residence and commercial lighting, and the publication of certain schedules in lieu thereof, which order was served upon respondent December 16, 1915.

On December 18, 1915, respondent filed a petition for rehearing in the above entitled proceeding, which petition for rehearing was granted by the Commission and the above entitled proceeding was assigned for rehearing on January 8, 1915.

IT IS THEREFORE ORDERED. That the order entered in the above entitled proceeding on December 9, 1915, be, and the same hereby is, suspended pending further action of the Commission.

No. 1851.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF EVERETT TRADES COUNCIL, A COMMERCIAL ORGANIZATION, AND THE UNDERSIGNED TWENTY-FIVE, OR MORE, CONSUMERS OR PURCHASERS OF ELECTRICITY AND WATER IN THE CITY OF EVERETT, WASHINGTON, *Complainant*, v. EVERETT RAILWAY LIGHT & WATER COMPANY, A CORPORATION, *Defendant*, PUGET SOUND INTERNATIONAL RAILWAY & POWER COMPANY (*Substituted as defendant.*)

ORDER.

This cause being before the Commission at this time upon its own motion, and it appearing to the Commission, from further consideration of the evidence and reports filed in this case, that the order of the Public Service Commission of Washington heretofore made and entered on the 12th day of April, 1916, in the above entitled cause, No. 1851, should at this time be rescinded and that further testimony be heard by the Commission before a final order is made by this Commission.

IT IS THEREFORE HEREBY ORDERED, That the said order of this Commission in cause No. 1851, under date of April 12, 1916, be, and the same here by is, rescinded.

IT IS FURTHER ORDERED, That the attorney general be requested to petition the superior court of Thurston county and remand to this Commission, for further consideration, the case of the Puget Sound International Railway & Power Company, Petitioner, v. Public Service Commission of Washington, et al., Respondents, which said cause is now pending in the said superior court upon a petition for review, and that the attorney general be authorized to present to the said superior court, in support of said Commission, a certified copy of this order.

No. 1862.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. THE PACIFIC POWER & LIGHT COMPANY, *Defendant*.

OPINION, FINDINGS AND ORDER.

This cause came on regularly for hearing at North Yakima, Washington, on the 6th day of May, 1915, at the hour of 9:30 a. m., before the Public Service Commission of Washington, there being present Chairman Charles A. Reynolds, and Commissioners Arthur A. Lewis and Frank R. Spinning, and Assistant Attorney General Scott Z. Henderson; the city of North Yakima being represented by Leonard O. Meigs, City Attorney, and Guy O. Shumate, its attorneys; the city of Prosser by Bruce E. McGregor, its attorney; the city of Pasco by Edward E. Davis, its attorney; the city of Pomeroy by E. V. Kuykendall, its attorney; White Bluffs by Messrs. Moulton & Jeffrey, its attorneys; Centerville by U. F. Abshier, its attorney; Sunnyside by V. O. Nichol-

son, its attorney; the defendant being represented by W. W. Cotton, John A. Laing and James J. Wilson, its attorneys.

This is a rate hearing and the findings of fact and order herein are based upon all the testimony in this cause, as well as the testimony in cause No. 1683, and the findings in said cause. (See Transcript p. 1214.)

It has been suggested by the defendant company, and by representatives of certain of the cities involved in this hearing, that the Public Service Commission should adjust rates in such manner as to favor certain patrons and "descriptions of service" over other patrons and "descriptions of service," even though, in order to accomplish such result it be necessary to maintain the rates as against such other patrons and service at a point above the just, fair, reasonable and sufficient rate. It is also suggested by the respondent company, by inference at least, that the Commission should consider the wishes of certain citizens as to whether or no the rates for light or power shall be reduced, if reduction be necessary to establish a just, fair, reasonable and sufficient rate.

These suggestions are met by the Statute. Laws of 1911, Chapter 117, Section 26, provides:

"All charges made, demanded or received by any gas company, electrical company or water company for gas, electricity or water, or for any service rendered or to be rendered in connection therewith, shall be just, fair, reasonable and sufficient."

Section 30 provides:

"No gas company, electrical company or water company shall make or grant any undue or unreasonable preference or advantage to any person, corporation or locality, or to any particular description of service in any respect whatsoever, or subject any particular person, corporation or locality or any particular description of service to any undue or unreasonable prejudice or disadvantage in any respect whatsoever."

The Commission, by reason of the Statute, is precluded from following any other course than to ascertain and establish the just, fair, reasonable and sufficient rate.

The Statute provides that any city or town may enter a complaint as a political unit as against the rate in force within the limits of that unit. It would seem that the Statute recognizes the right of segregation. If any municipality, locality or "description of service," has natural advantages by reason of population or location that will warrant the establishment of a lower rate for such service, it seems that the Statute recognizes the right, and common justice demands, that such municipality, locality or service should be allowed the benefit of the natural advantages of its location.

The injustice of the contention against segregation will appear from a glance at the map contained in Commission's Exhibit No. 1, at page 55. It there appears that the cities of White Salmon and Golden-

dale are situated respectively 75 and 42 miles from North Yakima, and that the Yakima plant has no connection of any nature whatsoever with such plants. Why should the residents of North Yakima be required to pay for losses that might occur in such plants, whether from mismanagement or otherwise? If the Puget Sound Traction, Light & Power Company were operating a plant at a loss at Ellensburg, should the people of the city of Seattle make good such loss because the same company is also operating in Seattle? We think not.

Each political division recognized by Statute, therefore, should be considered by the Commission as a separate unit and rates just, fair, reasonable and sufficient should be established in each of such units, without regard to the wishes and without giving preference to any section, locality or "description of service" in any manner whatsoever. This does not mean that the same rates may not be established in each political unit, for the same rate may be just, fair, reasonable and sufficient in each of the units served by the respondent company. Notwithstanding respondent's contention, the Commission has no right or power to establish a high rate in one unit or locality in order that a low rate may be established in some other place, nor to permit an unremunerative rate in any locality for any service that would result in detriment to another locality or "description of service."

The respondent company is the result of the consolidation of numerous small companies, each of which had established rates for power and light at the time of the consolidation. In many instances the maximum rates were fixed by franchise.

The territory served by the respondent company is new. It possesses wonderful opportunities for development. Thousands of acres of fertile soil in the valley of the Yakima and the Columbia river basin need only the application of water to make this valley one of the garden spots of the world. Priest Rapids in the Columbia river with an estimated 300,000 horse power, is next to Niagara, the largest single source of hydro-electric power in the country. The settlers who have gone to this territory have done so with an eye to the future, knowing full well that at no far distant date the waters of the Columbia will be diverted upon this land, and, as a result, homes will be provided for a large population.

The respondent company also, it must be assumed, had full knowledge of the conditions of the territory it obligated itself to serve. North Yakima's Exhibit No. 9 shows that from 1890 to 1910 the county of Yakima increased in population from 4,429 to 41,709, and in the same period the city of North Yakima increased in population from 5,135 to 14,082. This increase in population has gone steadily on throughout the entire district served by the respondent company, and we feel justified in assuming that the population will increase for many years to come.

The early settlers can not be expected to bear the full burden of a capitalization that may be just to apply to a fully developed com-

munity. For this reason utilities claim, and commissions allow, development cost. In the attempt to establish a rate that will be sufficient to the utility, the rights of the present patrons of the utility must not be disregarded.

The question as to what is the just, fair, reasonable and sufficient rate for electrical energy used for lighting purposes is difficult to ascertain. Experts widely differ and the utilities themselves, in actual practice, under almost identical conditions, establish different rates.

Judge Morrow, in *Spring Valley Water Works v. San Francisco*, 124 Fed. 574, says:

"The principles of just compensation established by the courts in the several cases they have had under consideration are of great assistance in solving many of the difficult questions involved in this character of litigation; but the application of these principles to the facts of a particular case is, after all, the simple rule of determining what, under all the circumstances, is reasonable and just as between the rate payers and the corporation engaged in performing the public service."

The problem is not simplified by the fact that increasing a rate does not mean, in all cases, increasing the return. The charge may be so high that it restricts the use. Cases have come before this Commission in which the company has refused to increase the rate, even though the returns, under the rates in force, did not produce anything like a fair return upon the value fixed by the Commission. In one case, the rate as increased by the Commission, resulted in a decreased return. It must be conceded that decreasing a rate may increase a return and increasing a rate may decrease a return. Decreasing a rate usually tends to increase the use and increasing the use does not materially increase the overhead expense, and so decreasing a rate may often result in an increased return.

Many witnesses have testified in this case that the elimination of the maintenance and installation charge would increase the business and the return to the respondent company.

J. B. McDougall testified (Transcript pp. 66 and 67) as follows:

"Q. What, in your opinion, is the effect of the present rates for power upon the development of land of that kind?

"A. Well, the people that were considering the purchase of land, they investigated it very thoroughly, and they found that the overhead charge on what they call the M. & I. was prohibitive, and that they could not operate with the M. & I. charge there. * * *

On page 68 is found the following:

"A. The rate that I was given there was an M. & I. charge of \$350 a month and 3½c for the first 100 kilowatt hours, and then it varied as you took more."

More testimony can be found in the transcript to the effect that the M. & I. charge prevents the development of unirrigated lands. So it would appear, that in determining the just, reasonable, fair and sufficient rate as between the patron and the utility, the question of

the right of the patron to the service of a public utility is based upon the simple rule of determining what, under the circumstances, is reasonable and just as between the patron and the corporation engaged in performing a public service and the rights of the patron to pay no more than the service is worth. If it should appear that the utility has in force prohibitory charges, excessive or insufficient rates, such charges should be corrected and rates adjusted to a just, fair, reasonable and sufficient basis, having due regard at all times to the rights of the utility.

Mr. Halbert P. Gillette, who was one of the experts for respondent company, in his report to the Everett Railway, Light & Water Company, on his appraisal of that company's property at Everett, at page 85 of said report, said:

"Rates charged by public utility companies must not be greater than the service is worth to the patron. This is a fundamental proposition. There is often great difficulty, however, in finding a measure by which to gauge what the service is worth to the patron. Two criteria can usually be found for this purpose. (1) The rates paid by the patron for similar utility service in other communities. (2) The price that would be paid by the patron for some substitute for the existing utility service."

Respondent company, as is shown by Commission's Exhibit No. 4, is selling to the Northern Pacific Irrigation Company, power at .00884 per kilowatt hour, a rate far below the average cost per kilowatt hour, (.0143), as is shown by the respondent's own testimony. In the testimony of Mr. Hagenah, the valuation expert of the respondent company, (Transcript of testimony in Cause No. 1683, at page 437, which has been made a part of the testimony in this case) we find the following:

"The saving which the Pacific Power & Light Company developed in this market is the difference between the cost of .0143 and .0166, or .0023 per kilowatt hour; which, on the basis of that company's output is an annual saving of \$62,280.00, which at 8 per cent has a value of \$780,000."

On page 539 of the same transcript, is the following:

"Q. Do you know what the Chicago, Milwaukee & St. Paul Railway Company pay for the power that they are purchasing in order to do away with the coal locomotive?

"A. I cannot give you the exact figures. I heard it many times, but it is an estimate by the company's engineers that their power bill will probably be less than one-half the coal bill. There has been a very decided saving. I have made an examination of the saving resulting on the Butte-Anaconda Pacific Railroad after electrification, and their power bill is now less than one-half what they formerly paid for coal, besides they are now using all the coal equipment in revenue producing service."

It will be seen that the use of hydro-electric power results in a great saving over coal. It is upon this basis that the respondent company claimed a value for their water rights. If the reasoning of the utility be correct with reference to the great saving they have made

by the use of hydro-electric power, it must necessarily follow that the cost to the consumer of the output of the hydro-electric plant should be less than the output of a plant dependent upon coal as the source of its power.

Electric energy is generated by the same process throughout the country. It is the result of the application of power. The source of the power is usually coal or water. After a hydro-electric plant is once established, the cost of operating the plant is comparatively small. The cost of operating does not materially increase with the size of the plant. The State of Washington, and particularly the territory supplied by the respondent company, has a very large percentage of the water power of the country and such natural advantages should result in very low rates as compared with countries lacking the natural advantages of the State of Washington. The difference in cost varies with the expense of the initial installation and the distance the energy must be carried to the point of consumption. The development and use of electrical energy is yearly becoming standardized. Comparisons in rates have been criticized by courts and commissions, but under a statute like ours, which forbids locality discrimination, divergent rates in different localities in the same state for the same service should be either explained or harmonized.

We set forth, therefore, tables of rates for electric power in different parts of the State of Washington, as well as rates from other states, where conditions as to labor and material can be justly compared with those in our own state. These comparisons should throw some light upon the question of the rate the patrons of the respondent company ought to be required to pay, if the conditions are the same, or should at least justify a statement of the reason for higher rates where higher rates exist under seemingly similar conditions in this case. A rate in the abstract can be said to be high or low only by comparison with other rates for a like commodity.

MAXIMUM RATES FOR RESIDENTIAL LIGHTING OF PUGET SOUND TRACTION, LIGHT & POWER COMPANY, CERTAIN CALIFORNIA CITIES AND RESPONDENT COMPANY, TAKEN FROM THE TARIFFS ON FILE IN THE OFFICE OF THE PUBLIC SERVICE COMMISSION OF THE STATE OF WASHINGTON, AND THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

P. S. T., L. & P. Co.		CALIFORNIA CITIES.		RESPONDENT COMPANY.	
Everett	.....8c K. W. H.	Modesto	.....7 c K. W. H.	No. Yakima.	10 c K. W. H.
Redmond	.....8c K. W. H.	Red Bluff	.....7 c K. W. H.	Sunnyside	..13 c K. W. H.
Auburn	.....8c K. W. H.	Redding	.....7 c K. W. H.	Mabton	....16½c K. W. H.
Kent	.....8c K. W. H.	Chico	.....7 c K. W. H.	Grandview	.13 c K. W. H.
Sumner	.....8c K. W. H.	Fresno	.....8 c K. W. H.	Granger	...13 c K. W. H.
Bellingham	....8c K. W. H.	Stockton and		Walla Walla.	10 c K. W. H.
Enumclaw	....8c K. W. H.	suburbs....	6.5c K. W. H.	Pomeroy	...16 c K. W. H.
Renton	.....8c K. W. H.	Antioch	.....7 c K. W. H.	Pasco	.....12 c K. W. H.
Puyallup	.....8c K. W. H.	Anderson	....7 c K. W. H.	Prosser	....13 c K. W. H.
Orting	.....8c K. W. H.	Cottonwood	..7 c K. W. H.	Kennewick	.12 c K. W. H.
Richm'd Beach.	8c K. W. H.	Kennet	.....7 c K. W. H.	Wapato	....16½c K. W. H.
Issaquah	.....8c K. W. H.	Corning	.....7 c K. W. H.	Toppenish	..12½c K. W. H.
North Bend....	8c K. W. H.	Tulare	.....8 c K. W. H.	Benton City.	13 c K. W. H.
		Sacramento	..7 c K. W. H.		

The foregoing comparisons disclose the fact the rates charged by the respondent company are higher than those charged by other companies performing a like service. There are many reasons why comparisons of this kind should not be made the basis for establishing a rate and these comparisons are quoted here for the simple purpose of showing that there is a good and sufficient reason for an investigation which should disclose the reason for the higher rates prevailing in the districts served by the respondent company. Mr. H. L. Gray, former engineer for the Public Service Commission of Washington, and who was employed by respondent company in this case, in the Everett case said (Transcrip p. 87):

"Comparisons are very interesting, and they might indicate—They might show that some one municipality was paying a return considerably in excess of what was paid in another locality, and that might call for an investigation."

Nearly all of the cities in the San Joaquin Valley are further from the hydro-electric plant from which the electrical energy is obtained than is the case in respondent's territory. The city of Antioch obtains its energy from the Sierra Nevada Mountains, many miles farther from the source than is the city of North Yakima, and yet the city of Antioch has a maximum rate for residential lighting of 7c, while the city of North Yakima has a maximum rate of 10c. The city of Modesto is much farther from its source of electrical energy than the cities of North Yakima, Kennewick and Pasco, and many other cities that might be named in respondent's territory, and yet respondent's rates are much higher. There must be some reason for the higher rates in the territory served by respondent company, and one of the reasons may be disclosed by a careful study of Commission's Exhibit No. 4, which is as follows:

SPECIAL POWER SALES TO LARGE CONSUMERS, 1914.

	<i>Connected</i>				<i>Revenue</i>
	<i>Load</i>	<i>K.W.H.</i>			<i>per</i>
	<i>H. P.</i>	<i>Sales</i>	<i>Total</i>		<i>K. W. H.</i>
Yakima Valley Transportation Co..	...	1,974,290	\$24,078 40		.01210
Walla Walla Railway.....	...	1,770,170	14,400 00		.00813
Athena Mills .....	...	857,600	8,300 93		.00967
Pasco Reclamation Co.....	500	1,245,780	12,510 00		.01004
Northern Pacific Irrigation Co....	840	1,678,400	14,847 82		.00884
Priest Rapids Reclamation Co.....	150	487,125	3,730 55		.00765
Burbank Company	900	912,156	16,081 87		.01670
Attalia Land Company, Light.....	20	29,981	731 48		.02440
Attalia Land Company, Power.....	150	192,603	3,555 00		.01850

The cost per kilowatt hour of .0143 found by Mr. Hagenah was based upon his valuation of the entire property of the respondent company in the State of Washington, and not the Commission's value. Mr. Hagenah valued the property at a trifle in excess of \$5,400,000, while

the fair value of the property as found by the Commission is the sum of \$4,700,000. Mr. Phipps found the average cost per kilowatt hour delivered to the consumer as .01479, and the average cost based upon the Commission's value up to and including transmission and transformation as .0082. It can be readily seen that the price per kilowatt hour as shown in the foregoing table of "special power sales to large consumers" that the company has been selling electrical energy to these large consumers at or below average cost, and in order to show a fair return the company must make up whatever loss there may be by high rates to other consumers of electrical energy.

To sell electrical energy at less than cost to favored patrons who are business competitors with other patrons, violates the statute in every particular. It is giving "undue" and "unreasonable preference or advantage" to the "persons," "corporations" and "localities" and to the "particular description of service," and it subjects "particular persons, corporations and localities" and "particular descriptions of service" to "undue and unreasonable prejudice and disadvantage."

It will be noted from Commission's Exhibit No. 4, that the charges made to these favored consumers in large quantities are in themselves divergent. While electrical energy may be sold at wholesale lower than in small quantities, yet we can see no justification for selling such energy at rates that do not produce a sufficient return, as the testimony shows must have been done in this case. The Commission, therefore, in determining the just, fair, reasonable and sufficient rate for other "places," "persons" or "descriptions of service" of the respondent company, has no right to consider the service of these favored patrons to the detriment of the other patrons. Such favored patrons should be considered on a basis of the respondent company charging and receiving from them a fair return upon the property used and useful in such service, and in this case, if so considered, it will be seen that the rates made by the respondent company in the cities of North Yakima, Walla Walla and other places served by the respondent company are in excess of the just, reasonable, fair and sufficient rate.

In schedules "G" and "H" of respondent's tariff is found a charge of \$12.00 per horse power per year of the connected load, payable monthly. This charge is termed "Maintenance and Installation" charge. If a fifty horse power motor is installed by a consumer of electrical energy, to be used for irrigation purposes, the consumer pays \$50.00 per month or \$600.00 per year, although he uses the motor and consumes electrical energy but for a few months in the irrigation season. The cost of installation and maintenance varies but slightly with the size of the motor. One horse power motor costs the consumer \$12.00 per year for maintenance and installation, while a fifty horse power motor costs the consumer \$600.00 per year for maintenance and installation, a difference of \$588.00. No such difference in cost exists. A fifty horsepower motor will operate, under ordinary conditions, and under the same conditions in this case, with the same wiring, the same poles, the same insulators,

the same tie wires and the same meter that a one horse power motor would require. The injustice of this practice may be clearly illustrated by a concrete case. Two farmers are located on the respondent's main line. The one installs a one horse power motor, the other a fifty horse power motor. In each case the farmer pays for the installation of his motor. The cost to the company of reading the meters, maintenance and installation, is practically the same, yet one farmer is required to pay the company \$588.00 per year more than the other. If the Commission allows \$2.50 as a "connecting and disconnecting" charge it seems that all of the rightful demands of the company for this service have been recognized. Irrigation power is used during the summer months in day time when the peak for residential lighting is not in use. Under the maintenance and installation charge motors can only be used by consumers with a horse power capacity sufficient to the present needs of the patrons without paying prohibitory monthly charges. This practice forces the consumer who is developing irrigated areas to buy a new motor each time he places additional acreage under irrigation, instead of following the common sense business methods and anticipating his horse power requirements at the beginning of operations, and purchasing a motor with sufficient horse power capacity to irrigate his total area. This maintenance and installation charge is not a charge for electrical energy, but is a fixed charge against the maximum installation. The respondent company should be permitted to require a reasonable initial installation charge commensurate with the cost of making the connection, and a sufficient rate for its electrical energy to promote the development of the several communities served by it without burdening the small farmer with a heavy monthly expense for which he receives no adequate return, and thereby stifling the development of this class of business. This practice may be defended by the company as a readiness to serve charge. It may be contended that the installation of wires and plant sufficient to carry the present load will not be sufficient to carry the load that will be necessitated by the increased use caused by the elimination of the prohibitory charge. The company is allowed a return upon the value of its property used and useful in performing the service at the time of the valuation, and all of the wires and plant are considered by the Commission in determining the fair, just, reasonable and sufficient rate. If an additional charge is to be exacted by the company for its readiness to serve the public, after having it once allowed in the return upon the value of all its property, the company is allowed to charge twice for the same service. Extreme cases may be cited where an individual or company may add to its demand by requiring a large additional use. The company, of necessity, is required to add to its installation either in plant or in its distribution facilities to meet this added demand. It must not be forgotten, however, that the added demand increases the return of the company, without materially adding to the overhead expense. To read a meter attached to a fifty horse power motor is no more expense to the company than to read a meter

of one horse power, neither does it require any additional bookkeeping nor any addition to the official force required to manage the affairs of the company, and yet the fifty horse power motor is returning to the company in rates a sum largely in excess of the one horse power motor. The increased use under the same overhead expense will more than compensate the company for the additional cost of the installation required by the added use. Utilities should not be permitted to increase their returns by arbitrary charges based on no just principle. If rates are not sufficient, increase them, but do not permit the increase to be concealed in an arbitrary charge.

One of the principle reasons for the existence of the regulatory commissions, either state or national, is to prevent and prohibit discrimination as between patrons. The utility must serve all its patrons of the same class and conditions of service at the same rates, and accord to each the same consideration. Any other policy is strictly prohibited by our own statute, and is contrary to the basic principles of regulation. The practice of favoring large companies and discriminating between them and the public is unjust and unreasonable, and should be discontinued, and a just, fair, reasonable and sufficient rate should be established to each and all consumers of electrical energy of the same class and conditions. The farmer who is not within an irrigation district should receive his electrical energy under the same conditions and at the same rate as the farmer within the irrigation district. Each consumer has an inherent right to purchase from the respondent on an equal basis with his neighbor. Any rule or practice which allows one farmer, or set of farmers, a rate lower than other farmers in the same locality, under the same conditions, is discriminatory and unjust, and should not be permitted.

When Mr. J. B. McDougall's agents approached the respondent company to purchase electrical energy in large quantities, they were given a rate of $3\frac{1}{2}$ c per kilowatt hour for the first 100 kilowatt hours, "and then it varied as you took more," and in addition \$350.00 per month for the maintenance and installation charge and yet the respondent company was then selling electrical energy in large quantities to favored consumers as low as .00765c per kilowatt hour.

The respondent company will be permitted to file and publish within a reasonable time, a wholesale rate to large consumers of the same class, who are purchasing electrical energy under the same conditions, which said rate must be remunerative and sufficient, taking into consideration the cost of production. The modification of the rates of the favored patrons of the respondent will affect the contracts now existing and such patrons should be given an opportunity to be heard before such contracts are cancelled by order of the Commission; and therefore, no order will now be made or action taken by the Commission except that in determining the rates for the other patrons of the respondent such contracts will not be considered to the detriment of other patrons.

Now, THEREFORE, The Commission having considered the foregoing and all of the facts and circumstances of this case, as disclosed by the testimony and the files, records and exhibits herein, and having carefully viewed the property of the respondent and personally investigated the operation and installation of motors used for irrigation purposes, and having personally investigated and examined the territory served by the respondent company, and being fully advised in the premises, now finds the facts to be:

I

That the respondent company is a foreign corporation existing under and virtue of the laws of the State of Maine, and has complied with the laws of the State of Washington, authorizing it to conduct and carry on business in the State of Washington, and is engaged in the development of electrical energy by hydro-electric and steam plants and selling the same at retail and wholesale in the State of Washington.

II

That the territory served by the respondent company is largely new and unsettled country, which is rapidly developing in industries and population and the business of the respondent company will increase with the development of the territory it serves, without materially, and in the same ratio, increasing its overhead expense.

III

That the rates charged by the respondent company as shown by Commission's Exhibit No. 3, are just, fair, reasonable and sufficient, except Schedules "A," "G" and "H," being the rates charged for residential lighting and the so-called maintenance and installation charge as shown by schedules "G" and "H," and the rates charged to large consumers, as shown by Commission's Exhibit No. 4, which said residential rates, maintenance and installation charge and charge to favored consumers are unjust, unfair, unreasonable and discriminatory.

IV

That the respondent company is selling electrical energy to favored patrons, as shown by Commission's Exhibit No. 4, at rates which, if considered by the Commission, increase the cost of electrical energy to less favored consumers, and such practice is highly prejudicial and discriminatory to such other patrons and descriptions of service.

V

That the elimination of prohibitory and excessive rates will tend to increase the use of electrical energy in the territory served by the respondent company, and will result in a fair, just, reasonable and

sufficient return upon the fair value of respondent's property used and useful in the public service.

VI

That the rates established by the order herein, if applied to respondent's present business, will produce a return of approximately six per cent upon the entire fair value of respondent's property, including additions to date of the hearing and a return in all units thereof in excess of a sum sufficient to provide for depreciation, taxes, operating expenses and all just charges.

VII

That the Commission can establish no rate in the cities of Pasco and Prosser that will produce a sufficient return upon the property of respondent company devoted to the public service in said cities, although said cities have been considered by the Commission in estimating the rate of return; that to increase the rates in such cities will result in a decreased return, as the rates are now in excess of the fair, just, reasonable and sufficient rates, and are higher than the usual charge for electrical energy in communities similarly situated; that the rate established by the Commission will not decrease the return in said cities, but the Commission is of the opinion, and finds, that the reduction of the rate will result in an increased use which may be sufficient to increase the return rather than decrease it.

VIII

That the gross earnings of the respondent company's entire property, excluding Goldendale and White Salmon, for the year 1914, after deducting bad debts, rebates and discounts, and profits on merchandise sales and jobbing, is the sum of \$702,046.53. That the operating expenses of the same property for the year 1914 is the sum of \$266,247.32. That the net earnings of said property for the year 1914 is the sum of \$435,799.21. Deducting depreciation and taxes we find the net income to be \$326,939.32.

IX

That the Goldendale and White Salmon properties are separate and distinct units, neither of which now makes a fair return upon the value of the property used and useful in the public service, nor can the Commission establish any rate that is not prohibitory that will render a fair return for said properties on the present volume of business.

X

That the valuations assigned to the different units as segregated by the Commission, gross earnings, operating expenses and net earnings are as follows:

	<i>Value December 31, 1914</i>	<i>Gross Revenue</i>	<i>Operating Expenses</i>	<i>Deductions for Taxes and Depreciation</i>	<i>Net Income</i>
No. Yakima..	\$1,290,721.00	\$190,196.94	\$66,247.14	\$28,122.05	\$95,827.75
Toppenish ..	293,818.00	40,063.95	16,342.90	6,339.87	17,381.18
Sunnyside ..	193,716.00	31,778.23	12,622.66	4,212.27	14,943.30
Prosser	203,332.00	18,416.26	9,705.66	4,372.70	4,337.90
Pasco	1,242,813.00	123,257.39	57,056.58	26,726.54	39,474.27
Walla Walla.	1,204,022.00	182,755.37	63,775.72	26,732.27	92,247.38
Dayton	189,795.00	31,125.23	11,339.86	4,162.64	15,622.73
Pomeroy	94,935.00	18,288.05	9,400.58	2,056.29	6,831.18
Pendleton ..	277,747.00	66,165.11	19,756.22	6,135.26	40,273.63
<hr/>					
Total Yakima Walla Walla System	\$4,990,926.00	\$702,046.53	\$266,247.32	\$108,856.89	\$326,939.32
Goldendale System	82,542.00	11,757.66	6,148.23	1,925.14	3,684.29
White Salmon System	46,951.00	5,603.35	4,395.50	1,084.89	122.96
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Total.....	\$5,120,419.00	\$717,407.54	\$276,791.05	\$111,869.92	\$330,746.57

XI

That in the foregoing figures the large contracts shown in Commission's Exhibit No. 4 are included. If the property segregated to the use of such contracts, together with their earnings, should be eliminated from the units of which they form a part, the per cent, return upon the remainder of the property would be materially increased. Said figures also include property constructed in anticipation of future development in districts such as Pasco and Prosser, which under present rates upon the value of the property now segregated to said cities show a very small return. The company is not to be criticised for building in anticipation of the future. Rates, however, that are fair to the present patrons, cannot be established upon such valuation. The company is entitled to have such situation cared for in the future by way of development cost.

XII

The Commission further finds that the fair value for rate making purposes as of the date of December 31, 1914, is the fair value of \$4,700,000, heretofore found by the Commission, plus the additions to the plant to said date, which sum appears in the foregoing table, and which the Commission finds to be the fair value of the property. That the Commission finds the fair value in each district as set forth in the foregoing table to be the fair value of the property used and useful in the public service in each of the several districts.

XIII

The commission further finds that under the rates hereinafter established, and with the volume of business as of the year 1914, on the valuation of December 31, 1914, and including all of the units, the per cent. return of respondent company will be 5.7%. Taking into consideration the fact that the reduction in the rates and elimination of prohibitory charges will increase the use of electrical energy in the territory supplied by respondent, it is fair to assume that the return of the company will be considerably in excess of that amount.

XIV

That the following rates and charges are just, fair, reasonable and sufficient:

SCHEDULE "A"—RESIDENTIAL LIGHTING.

TOWNS OF NORTH YAKIMA AND WALLA WALLA.

First 60 K.W.H., consumed per month.....Net 8½c per K.W.H.
 Next 60 K.W.H., consumed per month.....Net 6c per K.W.H.
 All over 120 K.W.H., consumed per month.....Net 5c per K.W.H.
 Minimum charge per month, 75c.

Respondent may file a gross rate with 10% discount, making above rates net.

**TOWNS OF PASCO, KENNEWICK, TOPPENISH, PROSSER, DAYTON, SUNNYSIDE
 AND POMEROY.**

First 60 K.W.H., consumed per month.....11.11c per K.W.H.
 Next 60 K.W.H., consumed per month.....8.88c per K.W.H.
 All over 120 K.W.H., consumed per month.....6.66c per K.W.H.
 Less 10% discount if paid within 10 days from date of billing.
 Minimum charge per month, \$1.00.

**TOWNS OF GRANGER, GRANDVIEW, WAPATO, MABTON, RICHLAND, WAITSBURG
 AND ZILLAH.**

First 60 K.W.H., consumed per month.....12.22c per K.W.H.
 Next 60 K.W.H., consumed per month.....8.88c per K.W.H.
 All over 120 K.W.H., consumed per month.....6.66c per K.W.H.
 Less 10% discount if paid within 10 days from date of billing.
 Minimum charge per month, \$1.00.

**TOWNS OF WHITE BLUFFS, BEVERLY, BENTON, KIONA, FINLEY, RINGOLD,
 WAHLUKE, HUNTSVILLE AND DIXIE.**

First 60 K.W.H., consumed per month.....13.33c per K.W.H.
 Next 60 K.W.H., consumed per month.....8.88c per K.W.H.
 All over 120 K.W.H., consumed per month.....6.66c per K.W.H.
 Less 10% discount if paid within 10 days from date of billing.
 Minimum charge per month, \$1.00.

XV

That the maintenance and installation charge shown in Commission's Exhibit No. 3, in tariffs "G" and "H" in all of the respondent's schedules on file in the office of the Public Service Commission of Washington are unjust, unfair and unreasonable, and should be cancelled, set aside and discontinued, and that the following rates and charges are just, fair, reasonable and sufficient:

SCHEDULE "G"—IRRIGATION POWER—METER RATE.

A fixed charge of \$1.00 per month per horse power of active load to be paid monthly; plus the following meter rates for energy used during each month:

First 30 K.W.H. per month per K.W. of active load, 3c per K.W.H.
Next 30 K.W.H. per month per K.W. of active load, 2c per K.W.H.
Next 120 K.W.H. per month per K.W. of active load, 1½c per K.W.H.
Next 240 K.W.H. per month per K.W. of active load, 1c per K.W.H.
All over 420 K.W.H. per month per K.W. of active load, ½c per K.W.H.

Subject to the following quantity discounts if paid within 10 days from date of billing:

15% upon that portion of the kilowatt hour charge in excess of \$100 and not over \$200.

25% upon that portion of the kilowatt hour charge in excess of \$200 and not over \$400.

35% upon that portion of the kilowatt hour charge in excess of \$400.

The active load shall be considered to be the rated horse power of the customer's connected apparatus for installation of 5 horse power or less.

The active load for installations with a rated capacity in excess of 5 horse power shall be the maximum demand for a period of 15 min., as determined by a demand meter or check of service.

SCHEDULE "H"—IRRIGATION POWER—FLAT.

Available only on contracts for a minimum irrigation season of three consecutive months per year.

A fixed charge of \$1.00 per month per horse power of customer's maximum demand to be paid monthly; plus a running charge for a minimum of three consecutive months per year as follows:

First 25 horse power.....\$5.00 per horse power per month
Next 25 horse power..... 4.00 per horse power per month
Next 50 horse power..... 3.50 per horse power per month
All over 100 horse power..... 3.00 per horse power per month

Fixed charge to be based on highest demand per month, monthly running charge to be based upon the highest demand during the month.

Where connected apparatus has rated capacity of five horse power or less customers will pay above rates and charges for a demand not

less than rated capacity of apparatus; if rated capacity is in excess of five horse power, customer will pay for a maximum demand for a period of 15 minutes as determined by demand meter or check of service, with a minimum demand of 50 per cent. of the rated capacity of the connected apparatus. Running charges continue during the period the customer's apparatus is connected to company's line, or until the company receives notice to disconnect, and for which disconnection a charge of \$2.50 may be made as well as a similar charge for a subsequent reconnection. Customers may use motors of less than one horse power on this schedule with a minimum monthly charge of \$1.00.

IT IS NOW THEREFORE ORDERED, That the tariff schedules of the respondent company on file in the office of the Public Service Commission of the State of Washington, and as shown in Commission's Exhibit No. 3, be, and they are hereby cancelled, vacated and set aside.

IT IS FURTHER ORDERED AND DIRECTED, That the respondent company file, publish and promulgate in lieu of said tariffs so cancelled, vacated and set aside, tariffs identical with those now on file in the office of the Public Service Commission of the State of Washington, and as shown in Commission's Exhibit No. 3, except that in lieu of schedule "A" for residence lighting, said respondent company shall file, publish and promulgate the tariff schedules set forth in the findings herein.

IT IS FURTHER ORDERED, That the maintenance and installation charge, as the same appears in the Commission's Exhibit No. 3, in schedules "G" and "H" in the tariffs on file in the office of the Public Service Commission of Washington, be eliminated from said new tariff schedules, and in lieu thereof said respondent company shall file, publish and promulgate the tariff schedules set forth in the findings herein.

No. 1862.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainants*, v. THE PACIFIC POWER & LIGHT COMPANY, *Defendant*.

ORDER.

This cause being before the Commission for consideration, and it appearing to the Commission from reports made to the Commission and from a further consideration of the order of the Commission heretofore made and entered in this cause, which said order was dated December 15, 1915, that said order should in some respects be altered and amended; and it further appearing to the Commission that additional testimony, relative to the earnings and operating expenses and additions and betterments of the Pacific Power & Light Company, should be heard by the Commission prior to the alteration and amendment of said order; and it further appearing that the said order, dated December 15, 1915, is now before the superior court of Thurston county, Washington, for review,

IT IS THEREFORE HEREBY ORDERED, That the operation of said order of December 15, 1915, in said Cause No. 1862, be, and the same is, hereby stayed until the further order of the Commission.

IT IS FURTHER ORDERED, That the said Cause No. 1862 be set for hearing in the city of North Yakima, Wednesday, August 9th, in the assembly room of the Chamber of Commerce of the city of North Yakima, Washington, at the hour of 9:30 a. m., and that notice be given of the time and place of said hearing to the above named defendant and to all other parties who have appeared in said cause.

IT IS FURTHER ORDERED, That the attorney general be requested to petition the superior court of Thurston county to remand to this Commission, for further consideration, the case of The State of Washington upon the relation of Pacific Power & Light Company, a corporation, Plaintiff and Relator, v. The Public Service Commission of Washington, and C. A. Reynolds, Arthur A. Lewis and Frank R. Spinning, Commissioners constituting and comprising said Public Service Commission, Defendants, being Cause No. 6177 in the said superior court of the State of Washington in and for Thurston county; and that the attorney general be authorized to present to the said superior court, in support of the said petition, a certified copy of this order.

No. 1862.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainants*, v. THE PACIFIC POWER & LIGHT COMPANY, *Defendant*.

SUPPLEMENTAL ORDER.

The Public Service Commission of Washington by order in the above entitled case dated December 15th, 1915, and served upon the defendant Pacific Power & Light Company December 17th, 1915, having ordered certain changes and reductions in the rates for electric light and power service of said defendant, which order unless modified will of its own force take effect and become operative on the 6th day of January, 1916, being twenty days after the date of service thereof; and defendant having appeared and made application to this Commission orally to extend the time within which such order of the Commission shall go into effect upon the ground that its regular meter reading dates on all of the property affected by said order are from the 20th to the 25th of each calendar month, and the defendant further representing that it would work a heavy additional expense and impose a heavy burden on the defendant to require it to read all of its electric meters on said 6th day of January, 1916; and the Commission after consideration of said application being of the opinion that said order cannot be complied with within said twenty days and that good

cause has been shown why an extension of time for the compliance with said order should be granted;

IT IS THEREFORE ORDERED AND ADJUDGED, That the order of the Public Service Commission of Washington made and entered herein on December 15th, 1915, shall be effective in the cities of North Yakima and Walla Walla on and not before the 20th day of January, 1916, and in the remaining cities, towns and territory affected by said order herein said order shall be effective on January 25th, 1916; it being understood that said defendant by applying for such extension of times does not concede the validity of said order of said Commission and that such application on its part shall not prevent said defendant by appropriate proceedings from taking any action to review or contest the legality and validity of said order or any portion thereof.

No. 1874.

IN THE MATTER OF THE APPLICATION OF WASHINGTON-OREGON CORPORATION
TO MAKE A CERTAIN SETTLEMENT WITH THE INDEPENDENT ELECTRIC
COMPANY.

ORDER.

Application having been made to the Commission for its approval of a compromise of an account between the Washington-Oregon Corporation and the Independent Electric Company, arising out of a contract for electric energy, and the Commission having considered the statements and representations concerning such contracts, its construction by the parties thereto, the proposed compromise and facts relating to such matters, contained in said application, and the statement supplementing such application filed in pursuance of request by the Commission for further information and it appearing to the Commission from such statements and representations that:

Prior to the year 1914, the Independent Electric Company owned and maintained an electric distributing system extending from Castle Rock to Woodland, and was engaged in furnishing current to the inhabitants of those towns and the intervening towns.

The Washington-Oregon Corporation was engaged in generating power at a point near Chehalis and desired to extend its market for such current. A contract was therefore made between the two companies whereby the Independent Company undertook, at its own expense, to construct a transmission line from Castle Rock to Chehalis, and the Washington-Oregon Corporation agreed to purchase the transmission line when completed, and to pay therefor in large part with its long time note. As a further inducement for the construction of this transmission line the parties agreed on a wholesale rate for current to be furnished by the Washington-Oregon Corporation to the Independent Company at Chehalis to be distributed by the Independent

Company which was entitled to the use of the transmission line for this purpose.

At this time the Washington-Oregon Corporation owned and operated the water works system at Kelso. The Washington-Oregon Corporation later became financially embarrassed and found difficulty in keeping up its payments to the Independent Company on account of its purchase of the transmission line, and it was then agreed that the Kelso water system should be conveyed to the Independent Company as part payment for the transmission line, and it was further agreed that the current required for the operation of the pump required in connection with the water system should be considered part of the current to which the Independent Company was entitled under its wholesale rate fixed by the contract above mentioned. The water system was, therefore, conveyed to the Independent Company and bills for current used in operating the pump were thereafter included in the monthly bills rendered by the Washington-Oregon Corporation under the original contract. Thereafter, the Independent Company, conceiving that the operation of its electric business and its water business should be separated, caused the Kelso Water Company to be organized and conveyed to the last named company the water system in exchange for all of the stock of the Kelso Water Company. This transfer was made with the knowledge of the officers of the Washington-Oregon Corporation, and the rate and manner of payment for current used in operating the pump remained the same.

This practical construction of the original contract by the parties continued until the appointment of the receiver of the Washington-Oregon Corporation in July, 1914.

Apparently through lack of understanding of the relations of the parties, the bookkeeper of the receiver then commenced rendering bills to the Kelso Water Company direct at the local tariff rates instead of the contract rate until a charge for a period of six months accumulated in the sum of \$1,183.40.

About this time the receiver took up with the Independent Electric Company the matter of a modification of the original contract which covered the purchase of the transmission line and the furnishing of current and as a result the balance due on the transmission line was paid and a new schedule of rates for current was established and an adjustment of accounts was agreed upon and on account of the current furnished for the pump at Kelso it was agreed that this was properly chargeable against the Independent Company and not against the Kelso Water Company, and by way of compromise this charge was fixed at \$100 a month for six (6) months, or \$600. This new contract was approved by the United States District Court in which the foreclosure suit in which the receiver was appointed was pending, and the settlement of accounts was likewise authorized, subject to the approval of this Commission.

The Commission being of the opinion that said settlement and representations show that the proposed compromise will not result in unjust or undue preference or discrimination;

IT IS ORDERED, That said compromise of said account be, and the same hereby is, approved.

No. 4022.

CITY OF CLE ELUM, *Complainant*, v. NORTHWESTERN IMPROVEMENT COMPANY, A CORPORATION, *Respondent*.

Complaint relating to street lighting service in Cle Elum, Washington.

The subject matter of the above entitled proceeding having been adjusted between the parties, and a new contract having been entered into between complainant and respondent, and complainant having requested dismissal of the above entitled proceeding,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 4033.

CLARENCE HANFORD, *Complainant*, v. BLACK ROCK IRRIGATION & POWER COMPANY, A CORPORATION, AND PACIFIC POWER & LIGHT COMPANY, A CORPORATION, *Respondents*.

Complaint relating to extension of power transmission line to complainant's premises, near White Bluffs, Washington.

The Commission having been advised by complainant that complainant has installed an oil burning engine for generation of power and that such installation has rendered the service sought by complainant from respondent unnecessary.

WHEREFORE, IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4041.

PUBLIC SERVICE COMMISSION OF WASHINGTON, OF THE RELATION OF CITY OF ANACORTES, A MUNICIPAL CORPORATION OF THE THIRD CLASS, *Complainant*, v. ANACORTES LIGHT & WATER COMPANY, A CORPORATION, *Respondent*.

ORDER.

This cause came on regularly for hearing at Anacortes, Washington, on the 20th day of June, 1916, before the Public Service Commission of Washington, there being present Commissioners Arthur A. Lewis and Frank R. Spinning; the complainant, the city of Anacortes, being represented by Frank R. Norvell and John L. Corrigan, its attorneys; the respondent, Anacortes Light & Water Company, being represented by Judge George A. Joiner and Thomas Smith, its attor-

neys. The plaintiff and defendant, by their respective counsel, stipulated before the Commission as follows:

It is stipulated between the city of Anacortes, on the one side, and the Washington Power, Light & Water Company, successors to the Anacortes Light & Water Company, as follows:

1. That the Water Company will put in new pipe from Fifteenth and Commercial streets to Seventeenth and R streets, within six or eight weeks from June 20, 1916.

2. That the Water Company agrees to put in a filter at Cranberry Lake within five months from the date hereof, provided, however, that the time might be extended upon application, with notice of three days to the Commission, for good cause shown. .

3. It is further agreed that until the filter is placed at Cranberry Lake, that the company will use the waters from Whistle Lake to supply the city of Anacortes, unless in case of fire, or breaks in the pipe line, then they may use water from Heart Lake and further, that in the event that the using of water exclusively from Whistle Lake has a tendency to deplete the source then they may use water from Heart Lake, with the permission of the Commission.

4. That the Water Company agrees to put in new main or pipe line, on or before the 1st day of June, 1917, in all that portion of its line on and near K Avenue, which pipe line will stand a pressure of seventy pounds per square inch.

5. The water is not to be used from Heart Lake except in cases of fire, break down, or other emergency, without permission had and obtained from the Public Service Commission.

6. That after the improvements have been placed in Cranberry Lake, and the other improvements herein mentioned, the water company is to furnish the city with a pressure of seventy pounds per square inch at 0.0 datum line.

7. In consideration of the Water Company performing the stipulations herein mentioned, the city agrees to pay hydrant and water bills, and flush tank bills, at the next meeting of the council, subsequent to June 20, 1916, said payment to be made by warrant for water rental drawn on the current expense fund for the year 1915, on the 1914-15 water current expense fund, and warrant for the water rental for the year 1916, to be drawn on the current expense fund for 1916, which stipulation is, in every particular, approved by the Commission.

IT IS ORDERED

I

That the Water Company will put in new pipe from Fifteenth and Commercial streets to Seventeenth and R streets, within six or eight weeks from June 20, 1916.

II

That the Water Company put in a filter at Cranberry Lake within five months from date hereof, provided, however, that the time be

extended upon application, with notice of three days to the Commission, for good cause shown.

III

That until said filter is placed at Cranberry Lake, the company will use the waters from Whistle Lake to supply the city of Anacortes, unless in case of fire, or breaks in the pipe line, then they may use water from Heart Lake and further, that in the event that the using of the water exclusively from Whistle Lake has a tendency to deplete the source, then they may use water from Heart Lake, with the permission of the Commission.

IV

That the Water Company put in new main or pipe line, on or before the 1st day of June, 1917, in all that portion of its line on and near K Avenue, which pipe line will stand a pressure of seventy pounds per square inch.

V

That water is not to be used from Heart Lake except in cases of fire, break down, or other emergency, without permission had and obtained from the Public Service Commission.

VI.

That after the improvements have been placed in Cranberry Lake, and the other improvements herein mentioned, the Water Company is to furnish the city with a pressure of seventy pounds per square inch at 0.0 datum line.

VII

In consideration of the Water Company performing the stipulations herein mentioned, the city is to pay hydrant and water bills, and flush tank bills, at the next meeting of the council, subsequent to June 20, 1916, said payment to be made by warrant for water rental drawn on the current expense fund for the year 1915, on the 1914-15 water current expense fund, and warrant for water rental for the year 1916, to be drawn on the current expense fund for 1916.

No. 4168.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GRAYS HARBOR RAILWAY & LIGHT COMPANY, *Respondent*.

Complaint relating to service connection for electric lights at premises of J. C. Fox, Aberdeen, Washington.

The subject matter of the above entitled proceeding having been adjusted between the parties, through the Commission, and the Commission having been advised by letter from the complainant, Thos. C. Scott, under date of June 29, 1916, that the above entitled proceeding should be dismissed,

It Is ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

DISPOSITION OF CASES AFFECTING WATER AND IRRIGATION PLANTS.

No. 679.

A. J. SPLAWN, MAYOR OF NORTH YAKIMA, *Complainant*, v. THE PACIFIC
POWER & LIGHT COMPANY, *Defendant*.

The above entitled cause came on regularly for further and final hearing at North Yakima, on the 8th day of August, 1916, before the Public Service Commission of Washington, there being present Chairman E. F. Blaine and Commissioners Arthur A. Lewis and Frank R. Spinning; the Public Service Commission being represented by Scott Z. Henderson, assistant attorney general, the city of North Yakima by George McAuley, the Yakima Improvement Club by W. B. Clark, and the respondent Pacific Power & Light Company by J. A. Laing. Witnesses were duly sworn and examined and other evidence introduced by the parties and the Commission having fully considered such evidence, and all the evidence heretofore taken in the above entitled matter and transcribed, and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

That the city of North Yakima is a municipal corporation of the second class with a population of approximately 15,000.

II

That the defendant Pacific Power & Light Company is a corporation organized and existing under and by virtue of the laws of the state of Maine; with its principal place of business in the city of Portland, state of Oregon; that said defendant owns and conducts a water system in and near the city of North Yakima and furnishes water to said city, and the inhabitants thereof, for domestic, municipal, commercial and other purposes for compensation.

III

That said defendant, in the conduct of said business, takes water from the Naches river about one-half mile below the confluence of the Tieton river, and carries the same for a distance of about eight miles in an open concrete-lined ditch, known as the Wapatox canal; that the water in the Naches river is sometimes turbid; that at the forebay of said canal and before the water enters the piping system, said water passes through double screens which tend to keep out foreign substances; that the water is also at this place given a liquid hypochlorite treatment for the purpose of exterminating all dangerous bacteria and coli bacilli; that the water is carried from said canal in a wooden pipe

for a distance of about twelve miles, connecting with the distributing system within the city; that the mains within said city are partly wooden pipes and subject to some leakage, particularly when heavy pressure is placed thereon; that the gravity pressure in the pipes is low and a booster pump has been installed for the purpose of increasing the pressure in time of fire; that the use of said pump sometimes introduces air into the water, giving it a milky appearance; that situated near the city is a small open reservoir used only in cases of emergency, such as fires or accidents to the supply mains; that the water as it reaches the consumer is sometimes turbid; sometimes of a milky appearance and sometimes has a disagreeable taste and odor.

IV

That the defendant company acquired said water system in July, 1910; that preceding the final hearing in this case the defendant company has made a number of improvements, consisting in part of an extension of the intake from Roe Hill to its present location, the installation of screens and treating plants at the emergency reservoir and at the forebay of the Wapatox canal, the installation of the booster pump, the repairing and replacing with iron pipe of part of the defective wooden pipes, a systematic flushing of the mains to remove foreign matter therefrom, the elimination of dead-ends, etc.; that said improvements have resulted in bettering previous conditions by increasing the pressure available for fire purposes and improving the quality of the water.

V

That said water system makes no provision for the storage of water, except in the emergency reservoir hereinbefore referred to; that said reservoir is an excavation in the earth and rock, the sides of which are riprapped with small stone; that said reservoir, which is located at Fruitvale, has a capacity of about 1,800,000 gallons.

VI

That only about one-fifteenth of the water flowing in the Wapatox canal is used for a city water supply, the balance of said water being used for power purposes by the defendant company; that said Wapatox canal is an open concrete-lined ditch which runs in some places in close proximity to the county road and is crossed by said road, and in places said canal runs through a settled farming district and there is some danger that the water in said canal may become contaminated and polluted; that on the upper side of said concrete-lined canal a small ditch has been so constructed as to carry off waste water that the same may not flow into the canal and that said canal has been fenced against the ingress of stock and the same is reasonably protected.

VII

That the hypochlorite treatment of water is in use in many cities in the United States and has proven very effective in removing a large percentage of bacteria and practically all those of intestinal origin; that it is not in the least dangerous to health, although it may occasionally result in noticeable taste or odor; that the treatment of the North Yakima water was prescribed by Dr. Lumsden of the United States Marine Hospital and seems to be strictly in accord with the accepted practice throughout the country and a bacteriological test maintained by the city of North Yakima was that the water is remarkably free from colon bacilli; that not a single case of intestinal disease in North Yakima has been traced to the use of water from the Naches river.

OPINION.

In reaching a decision in this action we have not been unmindful of the fact that since the granting of the franchise under which the respondent is operating its water system, the waters of the Naches river have not undergone much, if any, change. It is probable that the waters of that stream are no more turbid now than they were in 1904; that the salmon and eels have the same habits now that they had then; that stock ranges in the hills now as they were wont to do twelve years ago. There were settlements in the Naches valley in 1904 above the proposed intake suggested by the franchise, and these settlements likely polluted the waters of that stream quite as much as does the sparse settlement now above the intake of the Wapatox canal.

We cannot overlook what the records kept by the city's bacteriologist show. If these records are to be relied upon, the water furnished by respondent is quite as healthful as the artesian and the puritan waters sold in the city, for drinking purposes, and that the waters from the mains is as pure as the milk supply.

The first and central idea in a water supply is that it will not endanger the health of those who may use it. The healthfulness of the water being determined, mere matters of sentiment are somewhat inconsequential and must be subordinate to property rights. In vain have we examined the voluminous record of the evidence in this case to find a single case of intestinal disease traceable to the waters of either the Naches or the Yakima rivers. True it is that dead fish have been taken from the mains and pipes of the respondent's plant. It is a fact that once upon a time a human body was taken from the old reservoir. These things are unpleasant and are extraordinary. The evidence fails to show that the respondent has carelessly, or regardless of the duty it owes to the public, permitted the entry of fish, eels, crawfish, etc., into its pipe system. We are satisfied that the presence of fish in the pipe was the result of a break in the pipe line.

"Doctored water" is the thing abhorred by most of the witnesses. "It kills fish," "rots out tanks and pipe," "smells and tastes bad." Nevertheless, Dr. Lumsden, certainly an eminent authority, prescribed

the hypochlorite treatment, and Dr. Tetreau, city health officer of North Yakima, did not condemn it. Great scientists, in the main, indorse it, and many of our cities are using it.

If we were to rely upon the weight of evidence, even a reservoir would not dispense with the necessity of a chlorite treatment.

If, with a reservoir, the chlorite treatment must be continued, what justification would there be for the Commission to order this company to spend in the neighborhood of half a million dollars in building a reservoir and additional pipe lines and, when all was finished the company would have to deal with an unsatisfied clientelle.

As to the water question, the evidence shows that in North Yakima there are many people of many minds. Thus far, however, not one of them has thrown any light upon the financial end of the problem. It is claimed by the respondent that it has now practically all the inhabitants of the city using its water and, if further revenue is to be had, it must come from the municipality. Probably this Commission has no power to compel the city to take an additional amount of water. Can the Commission, regardless of an additional revenue to the respondent, order it to do something not called for by the franchise under which it is operating; call upon it to do something at a cost as great as its present investment, which might, or might not, remedy the fault complained of by the people.

The franchise under which the respondent is operating is clear in its provisions. Section 3 thereof provides that the water to be supplied be taken from the Naches river, seven miles or more above the city of North Yakima. This clause was interpreted when the first intake was established. The respondent, however, has gone beyond the letter of the franchise and has extended its system to a point beyond the main settlements along the river and, by means of a concrete lined canal and pipes, is furnishing the best water practically accessible. Section 4 provides that a pressure of 75 pounds to the square inch at the intersection of Yakima avenue and Second street shall always be available for fire purposes, and a sufficient pressure shall always be maintained in the mains for domestic and other purposes. Under section 4 fire pressure is one thing and domestic pressure another. If a consistent pressure of 75 pounds was to be maintained for fire purposes it would have been useless to have spoken of domestic pressure. While 75 pounds is *unnecessary* as a domestic pressure, it is probably low as fire pressure.

If the respondent's water mains and pipes were constructed to withstand a 75-pound pressure, would it be fair now to exact or demand of it that it should rebuild its system so as to stand an 85, 100 or 125-pound pressure? Would it be fair to exact this when there is no showing that the insurance rates are abnormally high in North Yakima and when the fire chief admits that since the booster pump was installed the fire pressure has not been bad?

In this world things are relative. In proportion to its income the respondent is doing quite as much in the betterment of its plant as it is probable that the city itself is doing in its municipal endeavors or the people in their activities. It is no time to go beyond the spirit of the bond. The death rate in North Yakima is so low as to invite settlement, and intestinal diseases are at a minimum.

There is nothing in the law, common or statutory, that compels a water company to furnish absolutely pure water to a community. Water, in the state of nature, is never pure. What the law calls for is a reasonably pure supply. Turbid water has been termed reasonably pure and many cities do use it. There are few streams but that are turbid in periods of freshet and storm. There are few streams that have water free from all objections. The abundance of the supply of water furnished by the respondent is not in question, and, while the complaint states that, owing to leaks in respondent's pipes and mains the land upon which the city is built has been saturated, and the water table brought too near the surface of the ground, the evidence failed to support such a contention. The evidence shows that the respondent has its Wapatox canal reasonably sanitary and in the absence of breaks in its pipes, live fish, eels, etc., would not be allowed to enter the water system and the improvements now being made by respondent will result in the gradual elimination of leaky pipes. We wish, and we are sure the respondent wishes, that North Yakima might have an ideal supply of water. To a certain extent their welfare is our welfare and the respondent's welfare. Our wish, however, is not law. The question that confronts us, and which must run the gauntlet of law, is that a few years ago a franchise was granted by the city of North Yakima that it might be supplied with water. By the terms of that franchise the water of the Naches river was to be used and the character of the water plant was, in certain particulars, prescribed. That contract is still binding between the city and the water company. Even if this Commission had the power, it should not disturb that contract, unless for the gravest of reasons. If the evidence showed that the health of the people was affected by the water now being used we would act. But such is not the case. We are requested to do something that might result in the bankruptcy of the respondent company. The city demands the elimination of conditions affecting the water supply now no better known than they were when the franchise was granted.

The burden for a better water supply must, in some form, be borne by the people of North Yakima. While it may be true that \$50.00 per capita is not too great a sum to be spent for the procurement of an unquestioned water supply, certainly the respondent or its predecessor never agreed to install such a system for the people of that city. If such a system is to be installed, the burden of its installation should be assumed by the residents and taxpayers of the city.

The respondent has stated that it was withholding certain improvements awaiting decision in this action. We shall expect it to continue

its improvements and make such betterments, that the city may have available, at all times, proper fire protection and the water furnished at all times be healthful.

ORDER.

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1743.

TOWN OF EPHRATA, A MUNICIPAL CORPORATION, *Complainant*, v L. H. PRUITT AND EMMA PRUITT, HIS WIFE, *Defendants*.

Complaint relating to water service in Ephrata, Washington.

It appearing to the Commission that the town of Ephrata has acquired the water plant operated by defendants at the time the above entitled proceeding was instituted, and that such plant is now being operated by the complainant,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 1834.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF BEN E. THOMAS, *Complainant*, v. STRATFORD IRRIGATION COMPANY, A CORPORATION, *Defendant*.

Complaint relating to irrigation service near Stratford, Wash.

It appearing to the Commission that since the commencement of the above entitled proceedings conditions affecting the subject matter complained of have changed, and that the complainant does not desire to further prosecute his complaint in said proceeding.

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1889.

PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC POWER & LIGHT COMPANY, *Respondent*.

Complaint relating to extension of water mains in North Yakima, Washington.

It appearing to the Commission that the cause of complaint has been met by the company by the construction of the water mains,

IT IS ORDERED, That this cause of action be, and the same hereby is, dismissed.

No. 1925.

CHARLES C. CULP, *Complainant*, v. THE BURBANK COMPANY, *Respondent*.

Complaint relating to irrigation service.

WHEREAS, It appearing to the Commission in the above entitled matter, that Mr. E. M. Warner, attorney for the plaintiff, and Mr. J. F. Pingree, manager of the defendant company, having stated to Commissioner Lewis that they have no objection to the dismissal of this case, and it further appearing to the Commission that no immediate necessity exists for a ruling on the question involved,

IT IS ORDERED BY THE COMMISSION, That this cause be and the same hereby is dismissed, without prejudice.

No. 1959.

GEORGE E. BURFORD ET AL., *Complainants*, v. CONSUMERS' DITCH COMPANY, THE BLACK ROCK POWER & IRRIGATION COMPANY, AGATHON LAND COMPANY, *Respondents*.

On August 16, 1915, complaint was filed with the Commission by George E. Burford, *et al.*, against Consumers' Ditch Company, The Black Rock Power & Irrigation Company and the Agathon Land Company, alleging in substance that the Hanford Irrigation and Power Company was the owner of certain dry lands in Benton county, Washington, and an irrigation system consisting of a power plant, wing dams, government permit, shore lands, transmission line, pumping station, irrigation canal and laterals, and general office, power transmission and distributing equipment used in connection with the generation and transmission of power and the pumping and distribution of water for irrigation purposes; that portions of said land were sold to the complainants and other purchasers, together with what was called a water contract entitling them to perpetually receive certain quantities of water for irrigation purposes at certain periods of the year; that said contracts provided that the purchasers should pay annually to the said Hanford Irrigation & Power Company a charge varying from \$1.50 to \$2.50 per acre for the purpose of maintaining and paying the operating expenses of said irrigation system; that said component parts are still subject to the performance of said obligations; that by virtue of sale of said lands and water rights the Hanford Irrigation & Power Company became possessed of bills receivable and other credits aggregating several hundred thousand dollars; that the Hanford Irrigation Company was placed in the hands of a receiver and the properties were sold at receiver's sale to Henry K. T. Lyons, in April, 1915; that said Lyons attempted to segregate the said properties by the transfer thereof to the respondent corporations; that subsequent to the attempted disintegration of said system the Consumers' Ditch Company assumed to control the delivery of water under and according to the original contract promulgating a certain

rate to be charged for water used during the season of 1915, which rate required the payment of \$7.00 per acre for the amount of water provided for in the contract, and 10c per acre inch for all water delivered in excess of the contract amount; that said rate is unjust and unreasonable and is an increase over and above the rate prescribed by said contracts and paid by these complainants and others before the purchase of said properties by the said Henry K. T. Lyons; that said rate is unjust, unreasonable and excessive; that it requires the payment of maintenance and operation charges contrary to the terms of the contract, and in excess of any reasonable or necessary cost of delivering said water; that the power and pumping plants are an essential part of said irrigation system, and are necessary in the performance of the obligations of said contracts and in the delivery of the water for which said rate is charged; that the pumping plant is inefficient, and inefficiently operated; that the irrigation canal and distributing laterals are inefficient, are not cemented, and a large percentage of the water delivered in the canal seeps into the adjoining land and injures and destroys large areas of otherwise valuable land; but that the contracts herein mentioned, so far as they required the furnishing of water for irrigation, are not based upon a consideration passing at the time of the execution of said contract.

On the 27th day of August, 1915, a valuation citation was issued by the Commission and served upon the respondent companies. For the purpose of hearing, the rate case and the valuation case were consolidated. Separate findings and orders will be filed.

On September 28, 1915, the Commission held a hearing at Hanford, Washington, the complainants being represented by its attorneys, M. M. Moulton, Esq., of the firm of Moulton & Jeffrey, and Lon Boyle, Esq., the defendants being represented by Elmer E. Todd, Esq., of the firm of Donworth & Todd, and H. Alexander Smith, of the firm of Smith, Knowlton & Hatch. The Commission was represented by Assistant Attorney General Scott Z. Henderson, its attorney.

At this hearing the question of the Commission's jurisdiction to go into the affairs of the defendant companies was raised. Thereupon the hearing was continued to October 4, 1915, in order to permit the attorneys to present arguments on the legal points raised. On said date the Commission met in Seattle, and oral and written arguments were presented by the attorneys for the complainants and the defendant companies. After duly considering said arguments the Commission rendered its opinion, holding the Commission had jurisdiction to proceed to investigate the affairs of the company, and thereupon an examination of the books and records, as well as the physical property of the defendant companies, was made by the Commission's accountants and engineers. The case was set for final hearing at Kennewick on the 17th day of January, 1916. At this hearing the parties hereto

were represented by the same attorneys as in previous hearings. The question of jurisdiction of the Commission was again raised by the respondents and overruled by the Commission, with the understanding that the jurisdictional question would be considered by the Commission in its final determination of the case. Testimony of engineers and accountants and interested parties was taken.

The Consumers' Ditch Company, one of the respondents, is a water company within the terms of Chapter 117, Laws of 1911, known as the Public Service Commission Law, and is therefore subject to the jurisdiction of this Commission. The objection to the jurisdiction of the Commission is based upon Section 34, Chapter 117 (*supra*), which is follows:

"Nothing in this act shall be construed to prevent any gas company, electrical company or water company from continuing to furnish its product or the use of its lines, equipment or service under any contract or contracts in force at the date this act takes effect, or upon the taking effect of any schedule or schedules of rates subsequently filed with the Commission, as herein provided, at the rates fixed in such contract or contracts: *Provided*, That the Commission shall have power, in its discretion, to direct by order that such contract or contracts shall be terminated by the company party thereto, and thereupon such contract or contracts shall be terminated by such company as and when directed by such order: *Provided further*, That the Commission shall have no power to order the termination of any contract relating to the furnishing of water for irrigation or irrigation and domestic use, where such contract is based upon a consideration passing at the time of the execution of such contract."

The above section permits a water company to furnish its product at the rates *fixed* in such contract or contracts. The contracts under consideration, and which are the basis of the judicial objection, contain provisions fixing a rate until the year 1913. Thereafter such annual fees or rates as should be established by the company were to be charged. These contracts were made with the Hanford Irrigation & Power Company, the predecessor of the Consumers' Ditch Company. Since the year 1913 there are no rates which have been fixed by the contract.

In order to permit a clear understanding of the case it appears advisable to give a brief history of the old Hanford Irrigation Company and its successors, the Consumers' Ditch Company, The Black Rock Power & Irrigation Company and the Agathon Land Company. The Hanford Irrigation & Power Company was brought into existence in 1906 by Judge Hanford and others, who obtained certain options of state lands, as well as some lands belonging to the Northern Pacific Railway Company, had surveys made of the power site, transmission line and irrigation canals, and in general outlined the whole scheme as it is now constructed.

The Hanford Irrigation & Power Company issued numerous contracts for the sale of land, and the so-called water rights as set forth in the first paragraph of this report.

This company went into the hands of a receiver on April 1, 1913, upon the application of American Power & Light Company, the principal stockholder at that time. The Federal Court appointed Mr. E. F. Benson as receiver, and during the period covered by the receivership the affairs of the company went through many vicissitudes, as it had also prior to the receivership, and on March 31, 1915, the entire property was sold at public sale by order of the Federal Court. The purchasers at the sale, Mr. Henry K. T. Lyons and associates, paid \$386,000 for the property.

The new purchasers of the property organized the present companies, Consumers' Ditch Company, to which they sold the irrigation canal and laterals consisting of the distributing portion of said irrigation system, The Black Rock Power & Irrigation Company, to which they transferred the properties at Priest Rapids, the transmission lines, pumping station and equipment, and all the power units and parts of said system, the Agathon Land Company, to which they transferred the arid lands and bills receivable and other credits, including the town-site of the town of Hanford.

Whatever may have been the original intentions of the promoters of the Hanford Company, the successor to that organization, The Consumers' Ditch Company, is a water company within the definition of the Public Service Law. (Sec. 8, Chap. 117, 1911 Laws.) "The term 'water company' when used in this Act includes every corporation, company, association, joint stock association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever, and every city or town owning, controlling, operating or managing any water system for hire within the state * * *"

"The obligations of a private company, organized for the purpose of selling arid lands and furnishing water for their irrigation are *quasi* public, and no arbitrary action under the guise of rules or regulations should be tolerated." (*Shafford v. White Bluffs Irr. Co.*, 63 Wash 10.)

This Commission is primarily concerned with the duty which the present company owes as a water company to the community served, and the duty of that community, the rate payers, to the water company. It is not necessary for the Commission to attempt any judicial construction of the contracts made by the land owners and the Hanford Company. It is assumed we may proceed without reference to the contracts, except in so far as they may throw light on the conditions leading up to the present situation.

It is contended by the water company that because the old contracts with the Hanford Company provided that after the year 1913 the maintenance charge should be such reasonable charge as the company might fix, this Commission is without authority to determine the reasonable rate. It is argued that for the Commission to attempt

to find the reasonable rate would be construing the contracts, and therefore constitute the attempted exercise of a judicial function.

Under our form of government the prescribing of reasonable rates is, and always has been, a legislative function in the exercise of the police power. By common law, prior to the enactment of our statutes, public utilities were required to charge only reasonable rates. By the enactment of the Public Service Commission Law the Commission is charged with the duty of ascertaining in proper proceedings the reasonable rate. If, prior to the enactment of Chapter 117, Laws of 1911, the power to prescribe the reasonable rate was delegated to the utility, that power was withdrawn by the statute mentioned, and any provision in a contract made prior or subsequent to the passage of the Public Service Commission Law, reserving to the utility the right to prescribe the reasonable rate is impotent.

The Consumers' Ditch Company owns no water, and has no water that it can sell. To its predecessor, the Hanford Company, may be applied the same statement. It is selling *service*. The water appropriated is for its own use or the use of the public, and in its relation with the public it is performing a service for which it may be entitled to compensation.

The original investment in this enterprise was undoubtedly made for the joint benefit of the company and for the public. The Hanford Company apparently expected to get returns from the service rendered, and also from the sale of its irrigable lands at enormous prices, and it should not be assumed now that the rate paying public must carry the burdens of the investment made for the purpose of increasing the sale value of the company's land. It is apparent from the record that the original investment was made on the basis of irrigating so many acres of land, and thereby increasing the value. On this basis the expenses and fixed charges may be pro-rated according to the acreage susceptible of irrigation for which the plant was built. The investment in, and the maintenance of, the plant undoubtedly enhances the value of every acre for which the plant was constructed. It therefore seems unfair for the company to expect those who purchased part of the land to bear the full burden of maintaining the plant, especially in view of the fact that about the only element of value in the land is on account of its susceptibility of irrigation under the irrigating plant.

Now, coming to the receiver's sale; when Mr. Lyons purchased the property of the Hanford Company he must have known that the irrigable land of that company had practically no value other than that accruing from the presence and maintenance of the irrigating plant, and it seems only reasonable and just that in maintaining the plant and operating the same all the land under the ditch should stand its pro rata expense. To expect that the few struggling purchasers should maintain the entire plant built as much for the Lyons land as for that of the purchasers is not within the bounds of reason.

After Mr. Lyons purchased the property at receiver's sale he proceeded to convey the same in the following manner:

The Black Rock Power & Irrigation Company was organized with a capital stock of \$50,000, and to it was conveyed the following property: The power plant and site at Priest Rapids, transmission lines between Priest Rapids and the pumping station at Hanford, and the pumping plant at Coyote Rapids, also some miscellaneous machinery and equipment. The Consumers' Ditch Company was organized with a capital stock of \$10,000 and to it was conveyed the irrigation canal and laterals, and some miscellaneous machinery. For this property and \$5,000 in cash the Ditch Company gave its capital stock. The Agathon Land Company was organized with a capital stock of \$10,000, and to it was conveyed the land in the irrigation project, the unsold lots in the Town of Hanford, miscellaneous buildings in the Town of Hanford, also bills and accounts receivable, amounts due on acreage contracts, town-site contracts and water rights.

When Mr. Charles M. Sanford, manager of the Consumers' Ditch Company, was on the stand he was asked to give the names of the stockholders of the Consumers' Ditch Company. He replied that "Mr. Smith (referring to H. Alexander Smith), holds the stock I think." (Trans. page 171.)

With reference to the stockholders of the Agathon Land Company, Mr. Todd, counsel for the three companies, responded that "All the shares of stock, except two, were held by Mr. H. Alexander Smith. Mr. Eddy holds two." (Trans. p. 171.)

With reference to the stockholders of the Consumers' Ditch Company, Mr. Sanford stated that he did not know exactly who they were, but that Mr. Simpson, witness for the Commission, had a memorandum of the stockholders. According to the statement of Mr. Todd, contained on page 174 of the Transcript, Mr. H. Alexander Smith is president of both the Black Rock Power & Irrigation Company and the Consumers' Ditch Company.

It can hardly be doubted that the Consumers' Ditch Company was intended to be, and is, an operating company organized for the purpose of holding title to and operating the irrigation canal and laterals purchased from the Hanford Company. The Black Rock Power & Irrigation Company was organized to hold title to and operate the electrical power plant, including the pumping plants operated by electrical power. The Agathon Land Company was organized to hold title to land. By this method the liability which Mr. Lyons and his associates acquired at the receiver's sale was put into one receptacle, viz., the Consumers' Ditch Company, and none of the assets were permitted to become associated therewith. The only real asset given to this company was \$5,000 in cash.

The liability of this ditch company is that of a water company under the statute, and such liability as may flow from the contracts

which it assumed or was compelled to carry out. Among those liabilities are the following:

"All charges made, demanded or received by any gas company, electrical company or water company for gas, electricity or water, or for any service rendered or to be rendered in connection therewith, shall be just, fair, reasonable and sufficient.

"Every gas company, electrical company and water company shall furnish and supply such service, instrumentalities and facilities as shall be safe, adequate and efficient, and in all respects just and reasonable.

"All rules and regulations issued by any gas company, electrical company or water company, affecting or pertaining to the sale or distribution of its product, shall be just and reasonable.

"Every gas company, electrical company and water company shall construct and maintain such facilities in connection with the manufacture and distribution of its product as will be efficient and safe to its employees and the public."

"Every gas company, electrical company or water company, engaged in the sale and distribution of gas, electricity or water, shall, upon reasonable notice, furnish to all persons and corporations who may apply therefor and be reasonably entitled thereto, suitable facilities for furnishing and furnish all available gas, electricity and water as demanded."

(Sec. 26 and Sec. 33, Chapter 117, Laws of 1911.)

We believe that the duty of the consumer to this water company may be measured by the payment of a rate based upon the investment made for the consumer's benefit by this company, together with the amount necessary to maintain that part of the plant devoted to his use, and the duty of the water company is to furnish the service for a compensation based on that same consideration. Such a rate base is not easily ascertainable, but in this instance it is more nearly certain than in the case of almost any other utility, for the reason that the original plant was built on a definite basis; the capacity of the plant was ascertained; the service to be rendered was known, and the plant was built for the express purpose of creating practically all the value in the land to be served, the major part of which at the inception was owned by the company. If the present company is now unable to use that plant for its own benefit in the way intended it should not call on and expect others to maintain the entire plant in order that the only value attached to the company's land may be perpetuated.

The ditch was built to serve more than the present actual consumers; efficiently operated its capacity is in excess of the needs of the present consumers; it never would have been built, and never was intended alone, for the present actual consumers. When Mr. Lyons and his associates purchased the property of the Hanford Company they purchased a ditch built and with a capacity to serve the land which they purchased, and also the land of the present consumers. Mr. Lyons

and his associates could have irrigated their lands from this ditch, and had in their hands the means of producing a revenue sufficient to contribute the share of operation, maintenance, depreciation, etc., properly assignable to that land for which the ditch was constructed. If the present farmers can make a sufficient amount from their land to pay their proper shares of expense incident to maintaining and operating the canal built and maintained for such land, Mr. Lyons and his associates could have done the same.

It may be presumed that in the organization of the three companies referred to all parties concerned knew the capacity of the ditch; they must have known that they were parcelling out the assets of a public utility. If, in this reorganization scheme, it was thought best not to give to the Consumers' Ditch Company the land from which could be produced the revenue for operating and maintaining that portion of the canal constructed for the benefit of such land, it does not accord with reasonableness to attempt now to assess to the present actual consumers the proportion of expense properly assignable to the land originally owned by the predecessors of the Consumers' Ditch Company.

There is no way by which the present consumers can make the land owned by the Agathon Land Company produce what may be termed the "maintenance fee," or the share of expense assignable to the land for which the ditch was built. Mr. Lyons and his associates could have done so. And now, although these gentlemen have made three corporations of themselves, they can with the same effort, and by the same means as that employed by the farmers under this project, make the irrigable land of the Agathon Land Company produce its share of the expense of maintaining the canal. As heretofore stated, practically all the value of the land of the Agathon Company exists by reason of the availability of water in the canal.

The charge for operation and maintenance of the ditch would increase in the event the Agathon Land Company should actually develop its land so as to produce the expense necessary by reason of maintaining and operating the canal built for the benefit of that land. By reason of this fact to apportion that part of operating expense called "operation charge" and "maintenance charge" on the basis of irrigable acres would give a charge per acre less than it should be if the Ditch Company actually delivered water to all the irrigable lands. The charge for operation, \$2,986.78, is practically the same as that for maintenance, \$2,705.84. If these charges are distributed on the basis of the acres now actually irrigated the charge per acre will be more than it should be, and we will, therefore, make the distribution of "operation charge" to the acres actually irrigated, and the "maintenance charge" will be distributed over the irrigable acres.

The capacity of the ditch is 100 second feet. With a 40 per cent loss for distribution, 100 second feet would supply 48 acre inches to 6,300 acres of land during an irrigation season of 210 days.

"Q. Then there is about 6,300 acres under the canal capable of irrigation which was at one time owned by the Hanford Irrigation & Power Company?

"A. Yes."

(Testimony of Charles M. Sanford for the Ditch Company, Trans. p. 241-2.)

This 6,300 acres includes 3,646 acres actually irrigated, together with land for which there is a water right, and irrigable land owned by the company, so that the irrigable land is approximately the capacity of the canal, considering a duty of 48 inches in an irrigation season of 210 days.

It is contended that 210 days is too long a period for an irrigation season, and it is also contended that the land, under what is known as the Hanford project, requires 48 inches of water.

It is doubtful if all of the land would require 48 inches. Furthermore, during the season when the heaviest irrigating is being done the company may establish rules for rotation.

"Use of large heads of water results in a saving of both time required for the irrigation, and the amount of water required by the crops. Large heads are absolutely necessary with porous soils in order to permit flooding of the surface quickly enough to prevent abnormally deep percolation losses." (Report of Herbert Wing, state engineer, to the governor of Idaho, 1913 and 1914.)

The rotation system was approved by the supreme court of this state in *Shafford v. White Bluffs, supra*.

Apportioning the charge for operation, \$2,986.78 over the 3,646 acres irrigated, we have a charge of 82 cents per acre. Apportioning maintenance, taxes, office and general expense, \$4,837.13, to the 6,300 acres, the capacity of canal, we have a charge of 77 cents per acre.

The complete failure of the Hanford Company, the sale price at receiver's sale of its property, and the purchase price of \$5,000 in stock paid by the present owners, seems conclusive evidence that the fair value of the irrigation plant was not, and is not, anything near what the property cost the Hanford Company. Particularly is this apparent when consideration is given to the value of the irrigation plant, disassociated from the land and power advantages sold with and as a part of the irrigation project. Mr. Lyons sold the irrigation plant. It is fair to assume that he was a willing seller, not compelled to sell, and that the purchaser, Consumers' Ditch Company, was a willing purchaser, not compelled to buy. In any event the present owners have invested in plant and working capital only \$10,000 in capital stock. We are of the opinion that the sale price in this transaction may be taken as the fair value without any disregard of the property rights of the present owners. The original cost, cost of reproduction, etc., may be used as a guide in making proper allowances for depreciation, and in this regard will have consideration in the rate. Counsel for the company present a theory conceived by them to be proper for the pur-

pose of arriving at a rate base. This theory includes a consideration of the original cost to the defunct company, the cost of reproducing new, and the cost of reproducing in present condition, allowances for depreciation, and there was also presented a development cost. Concerning this last item, counsel, quoting from *People ex rel. King County Lighting Co.*, 210 N. Y. 479, as follows:

"In a business classified among public callings the rate making power must allow for the losses during the lean years or their return will be confiscatory."

While the above theory is sound in some instances, such an allowance in capital cannot be proper when the utility, for reasons of its own, purposely made a rate below the cost of service, and admits that in the establishing of the rate for these lean years no consideration was given to the value of the service. In viewing the value of the irrigation plant alone the company can claim no injury by having the Commission accept as the fair value the sale price, and we doubt very much if the irrigation plant could be sold on the market today for the price which Mr. Lyons evidently received when he sold it to one of his own corporations. No claim is made that the Consumers' Ditch Company purchased any great bargain when it gave \$10,000 in shares of capital stock for the irrigation plant and \$5,000 in cash. Upon the theory indicated the Commission has, in separate findings, fixed the value of the property of the Consumers' Ditch Company used and useful in furnishing service at \$10,000. This includes the \$5,000 working capital which the present company received with the plant.

Interest at 8 per cent on \$10,000, the fair value fixed by this

Commission, will be.....	\$800 00
Depreciation	4,532 16

Making total	\$5,332 16
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And when this is distributed to the 6,300 acres, the capacity of

the canal, we have a charge of.....85 cents

For the year 1915 the Black Rock Power & Irrigation Company charged the Consumers' Ditch Company for 24,409 acre feet of water pumped the sum of \$12,204.50; 24,409 acre feet pumped, allowing 40 per cent for distribution loss, would leave a net of 14,645 acre feet; 14,645 acre feet would be equivalent to 32 inches on 5,492 acres in 210 days, which would amount to \$2.22 per acre.

We have, then, the following items to make up a reasonable rate:

Operating charges (including operation, maintenance, taxes, office and general expenses, 82 cents plus 77 cents).....	\$1 59
The fixed charges (interest on investment and depreciation) ..	85
Cost of pumping.....	2 22
Total.....	\$4 66

We have proceeded to apportion these charges as nearly as possible on the basis of expenses incurred by the company, and have assumed that the Consumers' Ditch Company in incurring these expenses was delivering 32 inches of water according to the terms of the old contract. As heretofore stated there are 3,646 acres now being irrigated, and the application of this rate to that number of acres will produce a revenue to the company of \$16,990.36.

If the owners of the Agathon Land Company, who appear to control the Consumers' Ditch Company, will irrigate their land, and this rate should be applied to the 6,300 acres, a revenue would be returned to the Consumers' Ditch Company of \$29,358.00.

In Mr. Sanford's testimony, found on page 168 of the transcript, it appears that in the operating expenses for the year 1915 the sum of \$5,302 was allowed for fees and legal expenses. In this sum was included the sum of \$5,000, incurred in connection with the proceedings herein referred to. The Commission has made an allowance of a nominal charge of \$600.00 per year for legal expenses. A sufficient amount will be allowed in the rate to take care of the remaining \$4,800.

According to the figures introduced the "operating charges" of

the company, excluding the \$4,800.....	\$7,818 91
Interest on investment.....	800 00
Depreciation	4,532 16
Cost of pumping.....	12,204 50
Total.....	\$26,355 57

If the Agathon Land Company would put its land under cultivation and contribute its share to operation of this company, we would have, as above stated, \$29,358.00.

The difference between this sum and the present total for operating, fixed charges and pumping, should take care of any increased cost of operation. Furthermore, if the land requires more than 32 inches of water the Commission will allow a charge in excess of \$4.66 for water in addition to the 32 inches.

The Commission is of the opinion that \$4.80 per acre as a minimum charge for 32 inches of water is a fair, reasonable and just charge for the service rendered, and that the company's tariff No. 2 naming \$7.00 per acre for such service is unjust and unreasonable, and should be cancelled. The Consumers' Ditch Company will be permitted to make a charge not to exceed 10 cents per acre inch for all water delivered in excess of the minimum of 32 inches.

The application of this rate for 32 inches will produce..... \$30,240 00

The application of this rate for 48 inches would produce..... \$40,320 00
if applied to the 6,300 acres.

At the last hearing a motion was made on behalf of the complainants, asking leave to amend their complaint by asking for a refund of excess charges. No evidence was introduced as to the amount of the

excess charges, and no findings on that particular point can be made at this time.

The motion to amend will be allowed, and further testimony taken on this feature of the case if desired.

The complaint as to the Black Rock Power & Irrigation Company and Agathon Land Company will be dismissed.

Findings and order will be prepared in accordance with this opinion.

No. 1959.

GEORGE E. BURFORD ET AL., *Complainants*, v. CONSUMERS' DITCH COMPANY, THE BLACK ROCK POWER & IRRIGATION COMPANY AND AGATHON LAND COMPANY, *Respondents*.

The Commission having heretofore filed its written opinion in the above entitled cause, now makes the following

FINDINGS OF FACT AND ORDER.

The Commission finds:

I

That the Hanford Irrigation & Power Company is a corporation duly organized under the laws of the State of Washington and prior to April, 1915, owned and operated a water system in Benton county, Washington, in the vicinity of the town of Hanford, Washington.

II

That on or about April 1, 1913, the said Hanford Irrigation & Power Company went into the hands of a receiver by virtue of proceedings in the Federal court.

III

That on or about March 31, 1915, all of the property of the said Hanford Irrigation & Power Company, including the water system referred to in Finding No. 1, was sold by order of the Federal court at receiver's sale to H. K. T. Lyons and associates.

IV

That the Consumers' Ditch Company is a corporation duly organized under the laws of the state of New Jersey, with a capital stock of \$10,000; and the Black Rock Power & Irrigation Company is a corporation duly organized under the laws of New Jersey, with a capital stock of \$50,000; and the Agathon Land Company is a corporation duly organized under the laws of New Jersey, with a capital stock of \$10,000.

V

Immediately after the sale referred to in Finding No. 3, the said H. K. T. Lyons and his associates sold and transferred to the Consumers' Ditch Company a part of the water system referred to in Findings Nos. 1 and 3, which transfer included an irrigation canal and laterals and some incidental machinery and the said Consumers' Ditch

Company now is, and ever since said transfer has been, the owner and operator of said water system so transferred.

VI

That as a consideration for said water system the said Consumers' Ditch Company issued \$5,000 of its capital stock and as a part of said transaction the said Consumers' Ditch Company received \$5,000 in cash, for which it issued \$5,000 of its capital stock, making a total issue of \$10,000, being all of the capital stock of the Consumers' Ditch Company.

VII

Prior to the date of the receivership herein referred to, the Hanford Irrigation & Power Company has issued certain water deeds, land and water deeds, land and water contracts, and water contracts to purchasers of land and water. The said water deeds, land and water deeds, land and water contracts, and water contracts conveying and contracting to convey what was termed a water right, the said water right being a right of the purchasers to the use of 32 acre inches of water annually during the irrigation season beginning April 1 and ending October 31, or, as stated in the contract, the right to the use of one cubic foot of water per second of time per 160 acres, from the system of the Hanford Irrigation & Power Company, upon the payment of the so-called annual charge, ranging from \$1.50 to \$2.50 per acre per year.

VIII

That in the said water deeds, land and water deeds, land and water contracts and water contracts issued by the said Hanford Irrigation & Power Company prior to the said purchase by the Consumers' Ditch Company, there was a provision fixing the "annual charge to cover the cost of maintenance and operation of the power and pumping plant, its reservoirs and of said canal and ditch," to be paid the Hanford Irrigation & Power Company in sums ranging from \$1.50 to \$2.50 per acre. There was also a provision that the amount of this fixed annual charge should not be changed before 1913 and that "thereafter such annual fees as shall be established by the company."

IX

That after the purchase by said Consumers' Ditch Company of said water system consisting only of an irrigation canal, laterals and some incidental machinery, the said Consumers' Ditch Company attempted to fix the annual fee at \$7.00 per acre.

X

That at the time of the purchase of the property from the receiver of the Hanford Irrigation and Power Company there were, and still are, approximately 6,300 acres of irrigable land which can be served by the water system now owned and operated by the said Consumers' Ditch Company.

XI

That of the 6,300 acres referred to in Finding No. 10 there are 3,646 acres not owned by the Consumers' Ditch Company, which acreage is being served by the said Consumers' Ditch Company, and which acreage is being actually irrigated.

XII

That all of the 6,300 acres referred to in Finding No. 10 was at one time owned by the Hanford Irrigation & Power Company and practically all of said land, with the exception of said 3,646 acres referred to in Finding No. 11, was sold at the receiver's sale referred to in Finding No. 3.

XIII

That at the time of the transfer referred to in Finding No. 3 there was also transferred by the purchasers at receiver's sale to the Black Rock Power & Irrigation Company, certain property at Priest Rapids, the transmission lines, pumping station and equipment and all the power units and parts of the electric plant; and the same purchasers transferred to the Agathon Land Company all the land, bills receivable and other credits, including the townsite of the town of Hanford, all of which property was formerly the property of the Hanford Irrigation & Power Company and all of which was purchased at the receiver's sale referred to in Finding No. 3.

XIV

That according to the testimony, Mr. H. Alexander Smith is president of the Consumers' Ditch Company, and holds the stock of said company. The same H. Alexander Smith owns all the shares of stock, except two, of the Agathon Land Company. The same H. Alexander Smith is president of the Black Rock Power & Irrigation Company.

XV

That the Agathon Land Company is the owner of all the land purchased at the receiver's sale referred to in Finding No. 3.

XVI

That the capacity of the irrigating canal of said Consumer's Ditch Company is 100 second feet which, with a 40 per cent loss for distribution, will supply 48 acre inches to 6,300 acres of land during the irrigation season, from April 1 to October 31.

XVII

That the said water system was constructed by the Hanford Irrigation & Power Company to serve, not only the said 6,300 acres but many more acres, it being the intention to supply only 32 inches of water, while a 40 per cent loss was not anticipated.

XVIII

That a 40 per cent loss in distribution is a reasonable amount to be calculated for this water system.

XIX

That after the purchase by the Consumers' Ditch Company of the said water system the said Consumers' Ditch Company thereby fixed for the year 1915 an annual charge of \$7.00 per acre for 32 acre inches of water, and 10 cents per acre inch for all water delivered in excess of 32 acre inches and that the said annual charge per acre was also fixed by said Consumers' Ditch Company for the year 1916.

XX

That the annual fixed charges of this company, allowing 8 per cent interest on the value of \$10,000, heretofore found by the Commission are:

Eight per cent interest on \$10,000.....	\$800 00
Depreciation	4,532 16
Total.....	\$5,332 16

XXI

That the sum required annually to meet operation, maintenance, taxes, office and general expenses is:

Operation	\$2,986 78
Maintenance, taxes, office and general expenses..	4,832 13
Total.....	\$7,818 91

XXII

That the sum required to meet the charges made by the Black Rock Power & Irrigation Company for pumping is \$12,204.50.

XXIII

That the fixed charges should be apportioned on the basis of the number of acres for which the system was built and is being maintained, namely, 6,300 acres, which gives 85 cents per acre.

XXIV

That the charge for operation may be distributed on the basis of the acres now being actually irrigated, namely, 3,646, which gives 72 cents per acre.

XXV

That the maintenance, taxes, office and general expenses may be apportioned on the basis of the acreage for which the system was built and is being maintained, namely, 6,300 acres, which gives 77 cents per acre.

XXVI

That there was pumped by the Black Rock Power & Irrigation Company for the Consumers' Ditch Company, for the year 1915, 24,409 acre

feet of water, for which the Consumers' Ditch Company paid the Black Rock Power & Irrigation Company the sum of \$12,204.50 and that allowing 40 per cent for distribution loss the said amount of water which was pumped into the Consumers' Ditch Company would be equivalent to 32 acre inches of 5,492 acres during the irrigation season, which would amount to \$2.22 per acre.

XXVII

That the annual charge of \$7.00 per acre for 32 acre inches of water, or one cubic foot of water per second of time for 160 acres made by the Consumers' Ditch Company for the year 1915, and made and proposed for the year 1916, according to its schedule of rates on file with this Commission, is excessive and exorbitant to the extent that such charges exceed the sum of \$4.80 per acre for 32 acre inches of water and 10 cents per acre inch for water in excess of 32 acre inches.

XXVIII

That the annual charge of \$7.00 per acre is now made and, according to the schedule of said Consumers' Ditch Company for the delivery of the minimum of 32 inches of water, is unjust, unfair, unreasonable and prohibitive.

XXIX

That the annual charge of 10 cents per acre for all water in excess of 32 inches, as now being made by the Consumers' Ditch Company, is reasonable, fair, just and sufficient.

XXX

That an annual charge of \$4.80 per acre for delivery of the first 32 acre inches of water is a just, reasonable and sufficient rate.

IT IS THEREFORE ORDERED, That the schedule of rates of said Consumers' Ditch Company be, and same hereby is, vacated and set aside and said Consumers' Ditch Company is directed to file, publish and put into effect for the year 1916, and until further change according to law, a schedule providing for an annual charge not in excess of \$4.80 per acre for delivery of 32 acre inches of water during the irrigation season from April 1 to October 31 of each year, with a further charge not in excess of 10 cents per acre inch for all water in excess of 32 acre inches. The minimum charge may be based on the delivery of 32 acre inches.

IT IS FURTHER ORDERED, That a period of sixty days be allowed complainants to make proper showing, if they desire, relative to the amount of overcharge, if any, claimed.

IT IS FURTHER ORDERED, That complaint against the Black Rock Power & Irrigation Company and the Agathon Land Company be, and the same hereby is, dismissed.

No. 1965.

CHARLES D. DAY, *Complainant*, v. WALLA WALLA IRRIGATION COMPANY,
Respondent.

FINDINGS OF FACT AND ORDER.

This proceeding came on for hearing before the Commission at Walla Walla, Washington, on September 10, 1915, Chairman C. A. Reynolds and Commissioner Frank R. Spinning being present. The Commission was represented by Mr. Scott Z. Henderson, assistant attorney general. The complainant was represented by Mr. C. M. Rader, his attorney, and respondent was represented by Mr. T. A. Paul, its attorney. Witnesses were sworn and examined, and cause continued for further hearing. On March 4, 1916, this cause came on for further hearing before the Commission, Commissioners Arthur A. Lewis and Frank R. Spinning being present. Complainant and respondent were represented by their respective attorneys, as above named. Witnesses were sworn and examined, and additional evidence received and hearing concluded, and cause submitted to the Commission for its decision. The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

The respondent is a corporation, organized and existing under and by virtue of the laws of Washington, and owns, controls, operates and manages a water system for hire in Walla Walla county, Washington, which water system was constructed and is operated and maintained for the purpose of furnishing water for irrigation of the Gardena Contoured Tracts in said county and state. Complainant, together with many others, have purchased from respondent tracts of land located in said Gardena Contoured Tracts, for the irrigation of which and for domestic purposes incident thereto respondent has undertaken to furnish water from said water system at the rate of one cubic foot of water per second of time for each 160 acres of land.

II

Respondent's water supply is obtained by diversion of water from the Walla Walla river, at a point on the McBean donation claim in township 6, north range 35 east, W. M.; that the water which respondent is entitled to divert from said stream is insufficient to furnish water for the purposes stated for the acreage of land which respondent has undertaken to serve at the rate of one cubic foot of water per second of time for each 160 acres of such land, or in sufficient quantity to irrigate such lands adequately or reasonably. No measuring boxes or other device for distributing the amount of water furnished complainant or others similarly situated, have been installed by respondent. It is, therefore, impossible to ascertain the exact amount of water fur-

nished the several users served by respondent. However, it is certain that respondent has failed in a substantial and injurious degree in performing its undertaking in that respect.

III

Respondent has in good faith endeavored to secure an additional supply of water sufficient to enable it to fully perform its obligations. During the year 1909 respondent expended upwards of \$6,000 in drilling a well near the head works of its canal for the purpose of augmenting its water supply. Respondent has expended several thousand dollars in surveying and exploring the hill and valleys in the watershed of the Walla Walla river for a suitable storage reservoir site. No suitable site has been located. A surface well having a depth of about 35 feet was recently completed by respondent, but tests made in February, 1916, by the Commission's engineer show that no material additional supply has been developed thereby. During the year 1910 respondent secured the right to divert water discharged from the sewerage system of the city of Walla Walla, and expended about \$50,000 in providing facilities for conveying such water to its said water system. Notwithstanding these efforts to increase the water supply, respondent's water system and water supply are inadequate and insufficient.

IV

That the installation of measuring boxes or other devices for determining the amount of water delivered to each water user to whom respondent has undertaken to furnish water will materially assist in effecting a proper distribution of water, and in conserving the supply available, and the installation, maintenance and use of such measuring boxes or device for and during the approaching irrigation season and thereafter are, and will be, necessary for the purposes above stated. Suitable rules and regulations for the distribution and use of water are necessary also.

V

By the use of suitable measuring boxes or devices, and the observance of suitable and reasonable rules and regulations for the distribution and use of water, the quantity of water which will be available for the approaching irrigation season should be sufficient to irrigate the lands affected by this proceeding, considering the unusually large rain and snowfall of the last winter. This proposition was conceded by the interested parties during the last hearing.

VI

Respondent's canals, flumes, ditches and laterals are considerably obstructed by weeds, grass, brush and gravel which retard the flow of water and undoubtedly interfere with the proper distribution and use of water. The altitude drops in the canal are in a poor state of repair. This condition endangers the banks of the canal and is likely to result

in washouts and interruption of the service if such condition should be allowed to exist during the coming season.

CONCLUSION.

The Commission is of the opinion that respondent should be commended for past efforts to secure additional water. The future of the community served by respondent is at stake. The Commission will expect the respondent to exert to the utmost its resources and the ingenuity of its management to the end that a substantial increase in water supply may be available before the commencement of the irrigation season of 1917, leaving to respondent, in the exercise of good faith, the discovery of suitable means of increasing its water supply, inasmuch as the showing made does not inform the Commission of the existence of a suitable supply available to the water company. Should it hereafter appear to the Commission, however, that there exists good reason to believe that a suitable supply may be obtained by the adoption of a particular plan, a further hearing will be held and such plan adopted if found to be reasonable and practicable.

During the hearing held on March 4, 1916, a controversy arose as to the number of acres actually irrigated and owned by the water company, the number of acres charged maintenance fees, the maintenance fee per acre and the number of acres irrigated under the various rates charged. Pursuant to stipulation entered into by complainants and respondent through their respective counsel a committee consisting of the Commission's accountant E. D. Ridley, respondent's accountant S. H. Dickenson and the complainant Charles G. Day was appointed and directed to examine the books, contracts and other documents involved, and report its findings to the Commission. This committee reported to the Commission March 6, 1916, and its report was offered and received in evidence and marked "Exhibit Number A-2." This report was unanimously agreed to by the committee. The committee was unable to agree upon the facts concerning one tract which is known as the Lowell Tract, containing forty-five acres. After this report was filed it was agreed by counsel that the Lowell Tract should be added to the statement contained in the report, and listed therein as containing forty-five acres, with a total revenue of \$67.50, taking the \$1.50 summer rate. It was further agreed that all the tracts described in said report, together with the Lowell Tract referred to above, should be entered on the company's books and carried thereon at the rates specified in the report for the year 1916.

WHEREFORE, IT IS ORDERED, That measuring boxes or other suitable device for determining the quantity of water delivered to each water user be installed by respondent within twenty (20) days from the service of this order, and thereafter properly maintained and used, and that a record be kept by respondent showing to whom delivered, the quantity and period of delivery of all water furnished by respondent during the irrigation season of 1916 and until otherwise ordered.

IT IS FURTHER ORDERED, That suitable rules and regulations for the distribution and use of water be promulgated and enforced by respondent during the irrigation season of 1916 and until otherwise ordered; that a copy of such rules be filed with the Commission within twenty (20) days after the service of this order, such rules to become effective within ten (10) days after same are filed, unless hereafter otherwise ordered; that within twenty (20) days after service of this order respondent shall cause to be removed the weeds, grass, brush and gravel which obstruct said canals, flumes, ditches and laterals maintained by it, and also repair the altitude drops in said canal and thereafter maintain same in good repair.

IT IS FURTHER ORDERED, That respondent shall cause all of the tracts described in the report hereinbefore referred to as Exhibit A-2, together with said Lowell Tract, to be entered on its books and carried thereon for the year 1916 for the rates specified in said report.

This proceeding will be considered pending for such further hearing or order as may appear to be advisable or necessary.

No. 4005.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. CONSUMERS' DITCH COMPANY, THE BLACK ROCK POWER & IRRIGATION COMPANY AND AGATHON LAND COMPANY, *Respondents*.

On August 16, 1915, complaint was filed with the Commission by George E. Burford and others against the above respondents, complaining of the rates charged for water for irrigation, and the report of the proceedings of this Commission, together with findings and order will be found in Cause Number 1959.

On August 27, 1915, a valuation citation was issued by the Commission and served upon the respondent companies. For the purpose of hearing, the rate case and valuation case were consolidated. Separate findings and order will be filed.

On September 28, 1915, the Commission held a hearing at Hanford, Washington, complainant being represented by its attorneys M. M. Moulton, Esq., of the firm of Moulton & Jeffrey, and Lon Boyle, Esq., the defendants being represented by Elmer E. Todd, of the firm of Donworth & Todd, and H. Alexander Smith, of the firm of Smith, Knowlton & Hatch. The Commission was represented by Assistant Attorney General Scott Z. Henderson, its attorney.

The Consumers' Ditch Company, one of the respondents, is a water company within the terms of chapter 117, Laws of 1911, known as the Public Service Commission Law, and is therefore subject to the jurisdiction of this Commission.

In order to permit a clear understanding of the case it appears advisable to give a brief history of the old Hanford Irrigation Company and its successors, the Consumers' Ditch Company, The Black Rock

Power & Irrigation Company and the Agathon Land Company. The Hanford Irrigation & Power Company was brought into existence in 1906 by Judge Hanford and others, who obtained certain options of state lands, as well as some lands belonging to the Northern Pacific Railway Company, had surveys made of the power site, transmission line and irrigation canals, and in general outlined the whole scheme as it is now constructed.

The Hanford Irrigation & Power Company issued numerous contracts for the sale of land, and the so-called water rights, as set forth in the first paragraph of this report.

This company went into the hands of a receiver on April 1, 1913, upon the application of American Power & Light Company, the principal stockholder at that time. The Federal court appointed Mr. E. F. Benson as receiver, and during the period covered by the receivership the affairs of the company went through many vicissitudes, as it had also prior to the receivership, and on March 31, 1915, the entire property was sold at public sale by order of the Federal court. The purchasers at the sale, Mr. Henry K. T. Lyons and associates, paid \$386,000 for the property.

The new purchasers of the property organized the present companies, Consumers' Ditch Company, to which they sold the irrigation canal and laterals consisting of the distributing portion of said irrigation system, The Black Rock Power & Irrigation Company, to which they transferred the properties at Priest Rapids, the transmission lines, pumping station and equipment, and all the power units and parts of said system, the Agathon Land Company, to which they transferred the arid lands and bills receivable and other credits, including the townsite of the town of Hanford.

Whatever may have been the original intentions of the promoters of the Hanford Company, the successor to that organization, the Consumers' Ditch Company, is a water company within the definition of the public service law (Sec. 8, Ch. 117, Laws 1911). "The term 'water company' when used in this act includes every corporation, company, association, joint stock association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever, and every city or town owning, controlling, operating or managing any water system for hire within the state." * * *

"The obligations of a private company, organized for the purpose of selling arid lands and furnishing water for their irrigation are *quasi* public, and no arbitrary action under the guise of rules or regulations should be tolerated." (*Shafford v. White Bluffs Irr. Co.*, 63 Wash. 10.)

The Consumers' Ditch Company was organized with a capital stock of \$10,000, and to it was conveyed the irrigation canal and laterals and some miscellaneous machinery. For this property and \$5,000 in cash the Consumers' Ditch Company gave its capital stock.

When Mr. Charles M. Sanford, manager of the Consumers' Ditch Company, was on the stand he was asked to give the names of the stockholders of the Consumers' Ditch Company. He replied that "Mr. Smith (referring to H. Alexander Smith) holds the stock I think." (Trans., page 171.)

With reference to the stockholders of the Agathon Land Company, Mr. Todd, counsel for the three companies, responded that "All the shares of stock, except two, were held by Mr. H. Alexander Smith. Mr. Eddy holds two." (Trans., page 171.)

With reference to the stockholders of the Consumers' Ditch Company, Mr. Sanford stated that he did not know exactly who they were, but that Mr. Simpson, witness for the Commission, had a memorandum of the stockholders. According to the statement of Mr. Todd, contained on page 174 of the Transcript, Mr. H. Alexander Smith is president of both the Black Rock Power & Irrigation Company and the Consumers' Ditch Company.

It can hardly be doubted that the Consumers' Ditch Company was intended to be, and is, an operating company organized for the purpose of holding title to and operating the irrigation canal and laterals purchased from the Hanford Company. The Black Rock Power & Irrigation Company was organized to hold title to and operate the electrical power plant, including the pumping plants operated by electrical power. The Agathon Land Company was organized to hold title to land. By this method the liability which Mr. Lyons and his associates acquired at the receiver's sale was put into one receptacle, viz., the Consumers' Ditch Company, and none of the assets were permitted to become associated therewith. The only real asset given to this company was \$5,000 in cash.

The complete failure of the Hanford Company, the sale price at receiver's sale of its property, and the purchase price of \$5,000 in stock paid by the present owners, seems conclusive evidence that the fair value of the irrigation plant was not, and is not, anything near what the property cost the Hanford Company. Particularly is this apparent when consideration is given to the value of the irrigation plant, disassociated from the land and power advantages sold with and as a part of the irrigation project. Mr. Lyons sold the irrigation plant. It is fair to assume that he was a willing seller, not compelled to sell, and that the purchaser, Consumers' Ditch Company, was a willing purchaser, not compelled to buy. In any event, the present owners have invested in plant and working capital only \$10,000 in capital stock. We are of the opinion that the sale price in this transaction may be taken as the fair value without any disregard of the property rights of the present owners. The original cost, cost of reproduction, cost of reproduction less depreciation and the various elements provided by statute have been given due consideration.

Counsel for the company present a theory conceived by them to be proper for the purpose of arriving at a rate base. This theory in-

cludes a consideration of the original cost to the defunct company, the cost of reproducing new and the cost of reproducing in present condition, allowances for depreciation, and there was also presented a development cost. Concerning this last item, counsel, quoting from *People ex rel. King County Lighting Co.*, 210 N. Y. 479, as follows:

"In a business classified among public callings the rate making power must allow for the losses during the lean years or their return will be confiscatory."

While the above theory is sound in some instances, such an allowance in capital cannot be proper when the utility, for reason of its own, purposely made a rate below the cost of service, and admits that in the establishing of the rate for these lean years no consideration was given to the value of the service. In viewing the value of the irrigation plant alone the company can claim no injury by having the Commission accept as the fair value the sale price, and we doubt very much if the irrigation plant could be sold on the market today for the price which Mr. Lyons evidently received when he sold it to one of his own corporations. No claim is made that the Consumers' Ditch Company purchased any great bargain when it gave \$10,000 in shares of capital stock for the irrigation plant and \$5,000 in cash.

According to the figures submitted by the engineers for the Public Service Commission and the engineer of the Consumers' Ditch Company, the cost of construction and equipment, defined as being the actual cost from accounting records of the existing property, is:

Commission's engineer	\$215,963 40
H. L. Gray, for Consumers' Ditch Company....	212,921 87

The amount expended in permanent improvements is included in these figures, and no portion of permanent improvements is charged to operating expense.

The estimated cost of reproduction, engineers for the Commission.....	\$247,175 62
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The estimated cost of reproduction, H. L. Gray.	265,213 92
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The cost of reproducing in its present condition, considering that the utility has an average life of thirty-eight years, and an average age of six years, would give an estimated cost of reproducing in its present condition, based upon the figures of the Commission's engineers, of the sum of \$207,620.00.

The amount of the present capital stock is \$10,000, 100 shares of the par value of \$100 each.

There is no funded indebtedness.

The Commission has been unable to determine the market value of the stock of this company, as it does not appear to have been upon the market.

No dividends were ever paid. The earnings under the present rates as shown for 1915 by the Commission's exhibit was the sum of \$24,582.85, and by the exhibit of Mr. Gray, \$24,478.11, considering the

acreage served and the earnings for 1915, and the capacity of the ditch; the probable earning capacity is computed from the Commission's exhibit to be \$42,475 and from the exhibit of Mr. Gray, \$42,292.

The sum required to meet fixed charges and operating expenses appears to be as follows:

Eight per cent interest on \$10,000.....	\$800 00
Depreciation	4,532 16
Operation	2,986 78
Maintenance, taxes, office and general expense..	4,832 13
For pumping the water to the Black Rock Power & Irrigation Company.....	12,204 50

From consideration of all facts in the case the Commission is of the opinion that the total market value of the property of the Consumers' Ditch Company, used for the public convenience within this state, is \$10,000.

The complaint will be dismissed as to The Black Rock Power & Irrigation Company and the Agathon Land Company.

Findings and order will be prepared in accordance herewith.

No. 4033.

CLARENCE HANFORD, Complainant, v. BLACK ROCK IRRIGATION & POWER COMPANY, A CORPORATION, AND PACIFIC POWER & LIGHT COMPANY, A CORPORATION, Respondents.

The Commission having been advised by complainant that complainant has installed an oil burning engine for generation of power and that such installation has rendered the service sought by complainant from respondent unnecessary,

WHEREFORE, IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4041.

PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF ANACORTES, A MUNICIPAL CORPORATION, OF THE THIRD CLASS, Complainant, v. ANACORTES LIGHT & WATER COMPANY, A CORPORATION, Respondent.

This cause came on regularly for hearing at Anacortes, Washington, on the 20th day of June, 1916, before the Public Service Commission of Washington, there being present Commissioners Arthur A. Lewis and Frank R. Spinning; the complainant, the city of Anacortes, being represented by Frank R. Norvell and John L. Corrigan, its attorneys. The respondent, Anacortes Light & Water Company, being represented by Judge George A. Joiner and Thomas Smith, its attorneys. The plaintiff and defendant, by their respective counsel, stipulated before the Commission as follows:

It is stipulated between the city of Anacortes, on the one side, and the Washington Power, Light & Water Company, successors to the Anacortes Light & Water Company, as follows:

1. That the Water Company will put in new pipe from Fifteenth and Commercial streets to Seventeenth and R streets, within six or eight weeks from June 20, 1916.

2. That the Water Company agrees to put in a filter at Cranberry lake within five months from the date hereof, provided, however, that the time might be extended upon application, with notice of three days to the Commission, for good cause shown.

3. It is further agreed that until the filter is placed at Cranberry lake, that the company will use the waters from Whistle lake to supply the city of Anacortes, unless in case of fire, or breaks in the pipe line, then they may use water from Heart lake, and further, that in the event that the using of the water exclusively from Whistle lake has a tendency to deplete the source then they may use water from Heart lake, with the permission of the Commission.

4. That the Water Company agrees to put in new main or pipe line, on or before the 1st day of June, 1917, in all that portion of its line on and near K avenue, which pipe line will stand a pressure of seventy pounds per square inch.

5. The water is not to be used from Heart lake except in cases of fire, breakdown, or other emergency, without permission had and obtained from the Public Service Commission.

6. That after the improvements have been placed in Cranberry lake, and the other improvements herein mentioned, the Water Company is to furnish the city with a pressure of seventy pounds per square inch at 0.0 datum line.

7. In consideration of the Water Company performing the stipulations herein mentioned, the city agrees to pay hydrant and water bills, and flush tank bills, at the next meeting of the council, subsequent to June 20, 1916, said payment to be made by warrant for water rental drawn on the current expense fund for the year 1915 on the 1914-15 water current expense fund, and warrant for the water rental for the year 1916, to be drawn on the current expense fund for 1916; which stipulation is, in every particular, approved by the Commission.

I

IT IS ORDERED, That the Water Company will put in new pipe from Fifteenth and Commercial streets to Seventeenth and R streets, within six or eight weeks from June 20, 1916.

II

That the Water Company put in a filter at Cranberry lake within five months from date hereof, provided, however, that the time be extended upon application, with notice of three days to the Commission, for good cause shown.

III

That until said filter is placed at Cranberry lake, the company will use the waters from Whistle lake to supply the city of Anacortes, unless in case of fire, or breaks in the pipe line, then they may use water from Heart lake, and further, that in the event that the using of the water exclusively from Whistle lake has a tendency to deplete the source, then they may use water from Heart lake, with the permission of the Commission.

IV

That the Water Company put in new main or pipe line, on or before the 1st day of June, 1917, in all that portion of its line on and near K avenue, which pipe line will stand a pressure of seventy pounds per square inch.

V

That water is not to be used from Heart lake except in cases of fire, breakdown, or other emergency, without permission had and obtained from the Public Service Commission.

VI

That after the improvements have been placed in Cranberry lake, and the other improvements herein mentioned, the Water Company is to furnish the city with a pressure of seventy pounds per square inch at 0.0 datum line.

VII

In consideration of the Water Company performing the stipulations herein mentioned, the city is to pay hydrant and water bills, and flush tank bills, at the next meeting of the council, subsequent to June 30, 1916, said payment to be made by warrant for water rental drawn on the current expense fund for the year 1915 on the 1914-15 water current expense fund, and warrant for water rental for the year 1916, to be drawn on the current expense fund for 1916.

No. 4190.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. CURLEW MINING COMPANY, A CORPORATION, *Respondent*.

This cause came on to be heard this 16th day of August, 1916, before Chairman E. F. Blaine, Commissioners Arthur A. Lewis and Frank R. Spinning; Mr. Porter, attorney, appearing for the town of Republic and Mr. Allen, attorney, appearing in behalf of the Curlew Mining Company. Witnesses were sworn and examined. From the testimony offered the Commission finds as follows:

I.

That the Curlew Mining Company is a corporation organized and doing business under and by virtue of the laws of the State of Washington, and heretofore was operating a water system in the town of Republic.

II.

That said water system has been turned over to the mortgagee of the same.

III.

That since the turning over of said water system to the mortgagee he has sought to borrow money on same and additional property by which to make betterments and improvements therein, but that he is unable to do so.

IV.

That in case said water system should be turned over to the town of Republic that it has no means of borrowing money with which to improve the same.

That all the revenues derived from the operation of said water system is being devoted to needed repairs and betterments, and no order that might now be entered by this Commission would in any manner improve the conditions of said plant.

WHEREFORE, It is ordered that this action be and the same is hereby dismissed.

DISPOSITION OF CASES AFFECTING STEAMBOATS.

No. 1781.

FLORA A. ELMS AND FLOY V. GILMAN, *Complainants*, v. KITSAP COUNTY TRANSPORTATION COMPANY, *Respondent*.

Complaint relating to steamboat service between Manchester and Seattle.

This cause coming on regularly to be heard before the Public Service Commission of Washington in the committee rooms of the new Seattle Chamber of Commerce of the city of Seattle, Washington, at 1:30 o'clock P. M., March 18, 1915, the Commission being represented by its chairman, Charles A. Reynolds and its rate expert and statistician O. O. Calderhead; the Kitsap Transportation Company by its president W. L. Gazzam; the complainants herein, having been notified in accordance with the law, by being served with certified copy of citation, and failing to make any appearance, either by attorney or otherwise, the cause was dismissed.

No. 1870.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND NAVIGATION COMPANY, ANGELES BREWING & MALTING COMPANY, BORDER LINE TRANSPORTATION COMPANY, PACIFIC STEAMSHIP COMPANY, PEARL TRADING COMPANY, PORT ANGELES TRANSPORTATION COMPANY, PUGET SOUND NAVAL STATION ROUTE, STAR STEAMSHIP COMPANY AND R. WHITWORTH, *Respondents*.

Complaint relating to steamboat rates between Seattle and Port Angeles.

The complaint in this cause having been withdrawn by original petitioners,

IT IS ORDERED, That this cause be, and the same hereby is, dismissed.

No. 1927.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF WASHINGTON ROUTE, A CORPORATION, *Complainant*, v. H. S. GARFIELD AND CALVIN C. GARFIELD, CO-PARTNERS, DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF BREMERTON TRANSPORTATION COMPANY. *Respondent*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing at Seattle, Washington, on the 11th day of November, 1915, at 9:30 A. M., there being present C. A. Reynolds, chairman, and Commissioners Arthur A. Lewis and Frank R. Spinning, the complainant being represented by Harry E. Wilson, its

attorney, and respondent being represented by H. S. Garfield, its manager. Testimony was offered on the part of the complainant and the respondent and the cause submitted to the Commission for its decision.

This complaint is based upon Section 80, Chapter 117, Laws of 1911, as amended by Chapter 145, Laws of 1913.

The complainant in this case operates a line of boats on Puget Sound between Seattle, Waterman, Enetai, Manette, Tracytown, Chico, Fort Ward, Pleasant Beach, Bremerton, Silverdale and points on Washington Bay. The complainant operates on a regular schedule throughout the year, and has filed with the Public Service Commission its tariff. The respondent, Bremerton Transportation Company, operates one boat and performs a "tramp service." This tramp boat touches at some of the points on plaintiff's regular schedule. Respondent's boat does not operate regularly, but goes into the points served by the complainant when it can obtain business. The respondent concedes plaintiff's rates to be fair, reasonable and sufficient. It also concedes that it cuts rates when by so doing it can obtain freight. The respondent claims the right to do this, and to compete with the complainant in any manner. Mr. Garfield, manager of the respondent company, testified as follows:

"A. We have a kind of jobbing business, we go to Tacoma or to Dupont and get a load and come this way, or take a load from here to Vashon Island or up the west or east pass on Sundays or during the week days, the boats that have an overplus of freight give us a load occasionally to go between these points. That is the object in filing that tariff, it is a jobbing service.

"Q. Have you what is known as a tramp ship?

"A. That is the idea, although we maintain a daily run to Bremerton six days a week.

"Q. How do your rates compare to the rates of the boats that make regular trips?

"A. I think they are exactly the same with the exception of the Washington route."

The boat situation on Puget Sound presents a very difficult question to the Commission. The general rule for fixing rates for public utilities is to ascertain the fair value of the property devoted to the public service, and then allow such rate as will result in a reasonable return upon the fair value of the property used in serving the public. This rule cannot be applied in establishing just, fair and sufficient rates for steamboats. A boat costing \$20,000 is in competition with a boat costing \$10,000. Both boats are operating over the same route, and may be capable of carrying the same number of passengers. The one boat may be able to serve the public at rates much less than the other, and at the same time make a fair return upon the fair value of its property devoted to the public service. This condition exists in a greater or less degree all over the Sound. The larger, more commodious, best equipped and safer boats are required to compete with

boats that barely pass the necessary standard of safety, and which are very poorly equipped and unfitted to perform a service such as is contemplated by the statute, and such as the public is entitled to enjoy. During the winter months when the travel is light these smaller, cheaper and poorly equipped boats may not operate at all and then during the summer months when the route is profitable compete with the larger boats, and by charging rates that are not remunerative to the larger and better equipped boats practically deprive them of a sufficient amount of business to warrant their operation. If this practice is permitted to continue it is only a matter of time until the better boats will disappear entirely from the service and the public will be required to use boats inferior in equipment and more dangerous to the safety of the passengers.

It would seem that the amendment to Section 80, *supra*, was intended to meet a condition of this sort. The portion of the section which seems peculiarly applicable, reads as follows:

"That when two or more public service corporations are engaged in competition in any locality, or localities, in the state either may make complaint against the other or others that the rates, charges, rules, regulations or practices of such other or others with or in respect to which the complainant is in competition, are unreasonable, unremunerative, discriminatory, illegal, unfair or intending, or tending, to oppress the complainant, to stifle competition or to create or encourage the creation of monopoly."

"Cut-throat" competition not only tends to oppress, but to stifle competition, and to create and encourage the creation of a monopoly. The public is vitally interested in the development of a safe, adequate and sufficient boat service on Puget Sound and the continuance of the practices of cutting rates by boats poorly equipped and capable only of furnishing an inferior service will eventually result in the poorer boats only performing the service upon the waters of Puget Sound. This Commission is of the opinion that such a result should be prevented, and such rates established as will insure to the public a safe, adequate and sufficient service. This result can only be obtained by establishing rates for all boats sufficient to remunerate and encourage the operation of boats so constructed and equipped as to be capable of furnishing adequate and sufficient service. While the poorer boat can operate for less, they should not be heard to complain if rates are established which will return to them more than an adequate, just and sufficient return upon the value of their property devoted to the public service, particularly in view of Section 80, Chapter 117, Laws of 1911, as amended by Chapter 145, Laws of 1913, which provides that the Commission shall have power to establish "uniform rates."

Now THEREFORE, The Commission, being fully advised in the premises, makes the following:

FINDINGS OF FACT.

I

That the complainant is a corporation organized and existing under and by virtue of the laws of the State of Washington, engaged in the transportation business on the waters of Puget Sound, with its principal place of business in the city of Seattle in said state; and said corporation has paid its annual license fee last due prior to the commencement of this action.

II

That the defendants H. S. Garfield and Calvin C. Garfield, are co-partners engaged in the transportation business on the waters of Puget Sound, under the firm name and style of Bremerton Transportation Company, and with their principal place of business in Seattle.

III

That complainant has been, and is now, operating the steamboats "Norwood," "Mohawk" and "Washington" between Seattle, Fort Ward, Pleasant Beach, Waterman, Enetal, Bremerton, Manette, Tracytown, Silverdale, Chico and other points on Washington Bay, all within the State of Washington, on what is commonly known as the "Washington route," in the carrying of freight and passengers for hire, running for the most of said times two steamboats daily on said route and giving the people of said localities adequate, dependable and sufficient freight and passenger service at reasonable rates and providing to said localities the only regular daily boat service which said localities have had.

IV

That since December 18, 1914, the defendants have been, and now are, operating a small gas boat, the "Rene," and a barge named the "Garfield," for the carrying of freight, and are operating on Puget Sound a tramp service and are competing with the plaintiff on said regular route by charging rates that are less than fair, reasonable and sufficient rates, and are using inducements in the way of lower rates to obtain freight which in the ordinary course of business would be given to the complainant. That said rates charged by the defendant for the service are lower than the rates charged by the complainant, and are lower than the just, fair, reasonable and sufficient rates, and are lower than could be charged and at the same time render the service performed by the complainant and that such rates so charged by the defendant, and such competition if permitted to continue will eventually result in the elimination of the regular service now performed by the Washington route, and will tend to impair the service to the public, and will result in the withdrawal of the said regular service from said route, and said rates and practices of said defendant tend to oppress the complainant, to stifle competition and to create and encourage the creation of monopoly, and will result in an inadequate and insufficient service to the cities on Puget Sound now served by the complainant.

V.

That said rates charged by the defendant are unreasonable, unremunerative, discriminatory and unfair, and tend to oppress the complainant by depriving it of its freight business, and will result in causing the complainant to curtail its present service, to the great detriment and loss of the complainant and of the public served by it.

Now, THEREFORE, IT IS ORDERED, and the Commission does hereby order, promulgate and establish the rates now on file and designated as "Washington Route, Freight Tariff No. 3, superseding Nos. 1 and 2, naming freight rates on Steamers Washington, Mohawk, Norwood and Chickaree, between Seattle, South Beach, Fort Ward, Pleasant Beach, Waterman, Enetai, Manette, Bremerton, Sheridan, Tracyton, Fairview, Silverdale, Chico, Elwood and the Naval Magazine," filed with the Public Service Commission of Washington at Olympia, Thurston County, Washington, on October 10, 1914, as the fair, just, reasonable, uniform and sufficient rates to be charged by all boats transporting freight between said points, and all rates in conflict therewith are hereby cancelled, annulled and set aside.

The said respondent is hereby ordered to file with the Public Service Commission of Washington a tariff in all respects identical with said Washington Route Freight Tariff No. 3, and to charge or collect no other, greater, or less rates for the transportation of freight than are set forth in said tariff No. 3 on file with the Public Service Commission of Washington, and said rates as set forth in said tariff, schedule No. 3, are hereby established and promulgated as the fair, reasonable, just and sufficient rates to be charged by all boats transporting freight between said points.

No. 1973.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF THE TOWN OF BREWSTER, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, *Complainant*, v. MCPHERSON BROS. COMPANY, A CORPORATION, *Defendant*.

OPINION, FINDINGS AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington, at Brewster, Washington, on April 22, 1916. The Commission was represented by Commissioner A. A. Lewis, the complainant was represented by its attorney, A. J. Conner, town attorney, and W. L. Gillispie, Mayor of Brewster. The defendant was represented by Peter McPherson, its attorney.

The complaint in this case alleges in substance that the defendant McPherson Bros. Company owns, maintains and operates a ferry crossing the Columbia river between Okanogan and Douglas counties in the State of Washington, at a point about one half mile from the town of Brewster; that the rates now charged by the defendant company for the transportation of persons and property are excessive and

unreasonable for the service rendered; that said ferry is the natural and only point of crossing the Columbia river by which the people of the town of Bridgeport reach the Great Northern Railway at Brewster, their nearest point of railroad transportation; that there are several thousand acres of wheat and fruit land which lie in the vicinity of said ferry on the Douglas county side of the Columbia river, the residents of which are nearer to railroad transportation via said ferry than by any other route; that the operation of said ferry is a commercial necessity to the town of Bridgeport, to Bridgeport Bar and to the town of Brewster, and the public using the highways of the State of Washington.

The complainant also alleges that the property of the utility consists of two towers on either side of the river connected by a wire cable, and a barge boat propelled by the river current, and that the value of said ferry property is not to exceed the sum of \$1,500.00; that the receipts from said ferry are approximately the sum of \$4,000.00 per annum, and the annual expenses of operating and maintaining the property is not to exceed the sum of \$800.00 per annum.

The defendant company in its answer alleges that the property is of much greater value; that the gross receipts do not average over \$1,800.00 per annum and that the cost of operating and maintaining said ferry property and equipment will average at least \$1,500.00 per annum; also that much more property is used than is specified by complainant.

Prior to the hearing the Commission authorized Engineer H. W. Boetzkes to make an appraisal of the property of the ferry company, for use in this case. The testimony of Engineer Boetzkes, in substance is as follows:

Cable, 1,680 lineal feet, at \$1.00.....	\$1,680 00
Braces, 400 lineal feet, at 50c.....	200 00
Towers, 12,000 feet, B. M., at \$30.00.....	360 00
Scow, 9,000 feet, B. M., at \$40.00.....	360.00
Deadmen, holding cable, etc.	200 00
Road approaches, below meander line.....	300 00
<hr/>	
Total.....	\$3,100 00

The above appraisal covers all parts of the ferry and the apparatus to operate the same, but does not include any road approaches above the meander line. The ferry company offered testimony to show that it had purchased land and constructed roads leading to the ferry from both sides of the river above the meander line, necessary for the convenience of the public, at an estimated cost of \$1,000.00, which should be included as a part of the value of the utility. The Commission is convinced that part of said property and expenditure was necessary and should be included.

The Commission will assume, for the purpose of this hearing, that the fair value of the property used and useful in furnishing service to the public is not less than \$3,600.00.

The testimony of Mr. Peter McPherson as to the revenues and expenses of his company (Trans. p. 48) indicates that the receipts of the company from September 1, 1915, to April 15, 1916, were \$1,146.55.

The books of the company submitted to the Commission show receipts for substantially the same period to be \$1,848.49, which more nearly checks with the 1915 receipts for the full year of 1915. Inasmuch as the company keeps no proper set of books, merely a blotter with the items written in lead pencil, the daily cash receipts, cash on accounts and cash paid out being intermingled, the Commission, and quite likely also the company's officers, cannot arrive at the exact figures which represent the financial operation of the company for any period.

The detailed expenses for approximately eight months, from September 1, 1915, to April 20, 1916, as shown by the company's book are \$1,401.78. Of this sum \$514.80 is for the four months of 1915, an average of \$128.70 per month, or \$1,544.80 for the year.

Considering all the testimony relating to receipts and expenses of the company the Commission concludes that \$2,300.00 per year would be a fair average of receipts, and that a reasonable sum for operating expenses would be \$1,680.00 per annum, made up as follows:

Ferryman's wages, at \$60.00.....	\$720 00
Salary of officers, at \$25.00.....	300 00
Taxes	60 00
Maintenance and other expenses.....	600 00

Total.....\$1,680 00

leaving a net balance of \$620.00 to care for interest on investment, depreciation and a surplus to meet the hazards incident to the business.

While the river ferry is a pioneer in public utility service in the west this is the first case of its kind coming before the Commission. From an examination of the reports of other commissions it would appear that regulation of ferry utilities has had little attention. In the early pioneer days of the west, before the advent of railroads and bridges, the only means of crossing the larger streams was by ferry. These ferries were of the type propelled by the current of the streams, and were usually owned and operated by a local settler and were located principally upon territorial roads, and roads leading to government army posts. The coming of the railway and modern bridges has eliminated the ferry in some instances, but those remaining are a necessary public utility for the carrying on of commerce and as such are subject to regulation as to safety, service and rates, and will be required to conform to applicable rules pertaining to public utilities. The business at best is hazardous, both as to life and property, and the

Commission is convinced that due allowance in earnings should be permitted by the Commission to properly provide against the hazards of the business, and to encourage the replacement of the old style cable ferry with modern engine propelled boats having a greater degree of safety.

The service of the defendant company was not questioned in the complaint. The evidence tends to show, however, that efficient and regular service is being rendered by this company, operating at periods of the year during ice and high water when other ferries do not run.

The company's tariff on file with the Commission is as follows:

"Auto, or two animal team, one way 75c, round trip \$1.00.

"Four animal team, one way \$1.00, round trip \$1.50.

"Six animal team, one way \$1.25, round trip \$2.00.

"One animal rig, one way 50c, round trip 75c.

"School children, one way 3c.

"Foot passengers, one way 25c.

"Sheep, per head, 1c.

"Cattle or horses, loose, 8c to 25c, according to number."

The Commission is of the opinion that the above tariff is faulty, in that no provision is made for charges for passengers other than foot passengers and school children, and it appears to be the custom of the company to transport foot passengers free when crossing with other traffic. This practice is evidently contrary to law, and should be discontinued.

It is an important function of the Commission to see that utility companies keep their accounts in accordance with classification in order that the exact financial operation of a company's business can be arrived at. This company, like many other small utilities, has a very crude and incomplete record of accounts, and the Commission will require that a more up to date record of the company's business be installed.

CONCLUSION.

After a full consideration of all the testimony relative thereto the Commission is of the opinion, and concludes, that, allowing for depreciation and a sufficient allowance to provide against extraordinary hazards, the company is not making an unreasonable return upon its investment, and that a new tariff should be filed, superseding the present tariff, said new tariff to be of finer classification, naming rates for passengers, other than the driver of a conveyance, also eliminating free service, and such reductions be made in the present rates as will approximate or equal the increase of revenue resulting from the collection of fares from passengers.

The Commission is of the further opinion that the financial records of the company should be kept in a more up to date manner.

ORDER.

IT IS NOW ORDERED, That the defendant, McPherson Bros. Company, file with the Commission, within thirty (30) days, a tariff superseding its present tariff, said new tariff to be in form as follows:

Public conveyances making daily trips, including driver:

	One Way	Round Trip
Auto or two animal team, including driver
4 animal team, including driver
6 animal team, including driver
1 animal team, including driver
Extra passengers, each.....
Saddle horse, including driver.....
School children
Foot passengers
Sheep, per head
Cattle and horses, loose.....

Such reduction shall be made in the present rates as will equal or approximate the increase of revenue resulting from the collection of fares from passengers.

IT IS FURTHER ORDERED, That free service be discontinued, except as permitted by statute.

IT IS FURTHER ORDERED, That the records of the company be kept in accordance with classification and form prescribed by the Commission.

No. 1987.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. INTER-ISLAND NAVIGATION COMPANY, KINGSTON TRANSPORTATION COMPANY, PUGET SOUND NAVIGATION COMPANY AND W. H. KASCH, *Respondents*.

FINDINGS OF FACT AND ORDER.

This cause came on regularly to be heard at Seattle, Wash., on November, 10, 1915, before the Public Service Commission,—Mr. Chas. A. Reynolds, chairman, Messrs. A. A. Lewis and Frank R. Spinning, Commissioners—the Commission being represented by Mr. Scott Z. Henderson, assistant attorney general, the Inter-Island Transportation Company being represented by Mr. F. P. Christensen, its attorney; The Kingston Transportation Company being represented by Messrs. Peterson and Macbride, its attorneys; Mr. W. H. Kasch appearing personally; the Puget Sound Navigation Company being represented by Mr. Ira Bronson, its attorney; Mr. L. B. Kaler being official reporter.

Testimony was taken and exhibits submitted, and at the conclusion of said hearing the Commission, by mutual agreement continued the case, the transportation companies, parties to such case agreeing to

continue the rates named in the tariffs of the Kingston Transportation Company until such time as the Commission should, upon its own motion, or complaint, take further testimony and enter a formal order.

Protests having been received by the Commission from the Kingston Transportation Company to the effect that the Puget Sound Navigation Company was violating the above agreement by publishing and charging a Sunday excursion rate from Bellingham to Friday Harbor and intermediate points of one-half the regular tariff rate, a further hearing was held in Seattle June 19, 1916, at which hearing the Kingston Transportation was represented by its attorneys, Messrs. Peterson and Macbride, the Puget Sound Navigation Company by its attorney, Mr. Ira Bronson, the Inter-Island Navigation Company and Mr. W. H. Kasch not appearing, all members of the Commission being present.

Testimony was submitted by the Kingston Transportation Company to the effect that the Puget Sound Navigation Company was publishing and charging a Sunday excursion rate from Bellingham to Friday Harbor and return which excursion rate was equal to one-half of the regular round trip fare, the contention of the Kingston Transportation Company being that such rate was not an excursion rate but a reduction and therefore a violation of the agreement entered into at the original hearing. After all testimony was submitted and considered the Commission directed the Puget Sound Navigation Company to discontinue the sale of such Sunday excursion tickets and to substitute in lieu thereof the regular round trip fare to cover such Sunday business, and that such regular round trip fare be continued for at least two Sundays, after which the Puget Sound Navigation Company might submit evidence as to the result of such charges in the way of revenue.

A further hearing in this case was held at Seattle July 25th, 1916, before Chairman E. F. Blaine, at which time testimony was submitted and statements introduced by the Puget Sound Navigation Company showing the earnings and advertising expenses on the Sundays falling between the dates of May 28, 1916, and July 16, 1916, both inclusive.

From the testimony given and the statements submitted at the supplemental hearings held June 19, 1915, and July 25, 1916, regarding the charges assessed by the Puget Sound Navigation Company for the transportation of passengers,—Bellingham to Friday Harbor and intermediate points and return, designated as Sunday excursions, the Commission makes the following

FINDINGS OF FACT.

I

That it is and has been the custom of steamboat companies operating upon the waters of Puget Sound to name rates for Sunday excursions.

II

That such excursion rates are lower than the regular fares charged for similar trips.

III

That such excursion tickets are limited in their provisions, both as to time and as to service rendered, and that no baggage is checked upon such tickets, and the use of such tickets is usually limited to the day upon which such excursion occurs.

IV

That the Puget Sound Navigation Company has for a number of years past operated Sunday excursions from time to time during the summer season from Bellingham to various points in the San Juan Islands.

V

That the boat used for such excursions utilizes lay-over time at Bellingham for such service.

VI

That the regular one-way fare between Bellingham and Friday Harbor is fifty cents, round trip one dollar, and proportionate one-way and round trip fares are charged between Bellingham and points intermediate with Friday Harbor.

VII

That the steamer of the Kingston Transportation Company and the steamer of the Puget Sound Navigation Company, make a regular round trip each Sunday, Bellingham to Friday Harbor and intermediate points and return, and on such regular Sunday trips passengers are carried and a limited amount of emergency freight is handled.

The Commission from the foregoing findings concludes and makes the following

ORDER.

IT IS BY THE COMMISSION ORDERED, That the Puget Sound Navigation Company and the Kingston Transportation Company may issue tariffs and tickets providing for special round trip excursion rates from Bellingham to Friday Harbor and intermediate points, and return, which rate for the round trip shall be the one-way regular fare, and that such special round trip excursion rates and fares be charged and collected on the Sundays falling between the dates of July 26, 1916, and September 18, 1916, both inclusive; *Provided*, That such excursion tickets shall be limited in their application to the day of sale, non-transferable, and not permitting of the checking of baggage, and passengers shall not be entitled to refund upon any unused return portion of said tickets; and *Provided further*, That nothing in this order shall be construed as preventing the Kingston Transportation Company or the Puget Sound Navigation Company from selling regular one-way or round trip tickets for passage upon the same steamer carrying excursion passengers, and such regular one-way or round trip tickets shall entitle passengers holding same to all of the privileges granted by tariffs of carriers for the regular week day service.

IT IS FURTHER ORDERED, That the Kingston Transportation Company and the Puget Sound Navigation Company each keep a record showing the number of passengers carried on the Sunday trips of their boats between Bellingham and Friday Harbor and intermediate points and the revenue received, keeping a separate account of the excursion passengers and the regular passengers on the Sunday trips, between the dates of July 26, 1916, and September 18, 1916, and report the same to the Commission.

The Commission at this time is not passing upon any question submitted at the hearing save and except the Sunday excursion fares between Bellingham and Friday Harbor and intermediate points, and all other rates and fares shall remain in accordance with the agreement of November 10th, 1915, as a further order will be entered covering such matter and rates.

No. 1987.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. INTER-ISLAND NAVIGATION COMPANY, KINGSTON TRANSPORTATION COMPANY, W. H. KASCH AND PUGET SOUND NAVIGATION COMPANY, *Respondents*.

Application having been made to the Commission by the Puget Sound Navigation Company for extension of the period for Sunday excursions under the rates specified and provisions contained in the order entered in the above entitled proceeding, on July 27, 1916, from September 18, 1916, to November 1, 1916, and the Kingston Transportation Company having been advised of such application and requested by the Commission to show cause, if any exists, why such application should not be granted and said Kingston Transportation Company having advised the Commission that it is not in a position to controvert the statements contained in said application and the Commission being of the opinion that said period for Sunday excursions on the rates and in accordance with the provisions specified in said order of July 27, 1916, should be extended to November 1, 1916.

IT IS ORDERED, That said application for extension of said period be, and the same hereby is, granted, and that the provisions of said order of July 27, 1916, relating to special round trip excursion rates from Bellingham to Friday Harbor and intermediate points be, and such are, hereby extended and the application thereof continued to November 1, 1916.

IT IS FURTHER ORDERED, That the Kingston Transportation Company and the Puget Sound Navigation Company shall each keep a record showing the number of passengers carried on such Sunday excursion trips between Bellingham and Friday Harbor and intermediate points, and the revenue received therefor, keeping a separate account of the excursion passengers and the regular passengers on the Sunday trips, made under the provisions of the order of July 27, 1916, and under the provisions of this order and report the same to the Commission.

No. 4008.

C. P. GRINDROD, *Complainant*, v. D. R. HELSER, *Respondent*.

Complaint relating to unfair competition and unremunerative rates for passengers between Olympia and New Kamilche, Wash.

The respondent, in compliance with agreement made before the Commission at the hearing in the above entitled proceeding, have filed a new tariff, naming the same rates as the rates named in complainant's tariff, and the subject matter of the above proceeding having been thereby satisfied,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 4114.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. LIL-LICO LAUNCH & TOWBOAT COMPANY, *Respondent*.

Complaint relating to failure to file tariff.

This cause came on for hearing before the Public Service Commission at Seattle, Washington, on June 16, 1916, Commissioners Arthur A. Lewis and Frank R. Spinning being present. The respondent was represented by Mr. Roy Lillico, its manager. Witnesses were sworn and examined and hearing concluded.

The Star Steamship Company, at whose suggestion and request the above entitled proceeding was instituted, made no appearance. The witnesses named by the Star Steamship Company were examined and their evidence failed to support the allegations of the complaint.

WHEREFORE, IT IS ORDERED. That the above entitled cause be, and the same hereby is, dismissed.

No. 4117.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. WEST SIDE BARGE COMPANY, PACIFIC TOW BOAT COMPANY AND JOHN SEATON, *Respondents*.

Complaint relating to failure to file tariffs.

This cause came on for hearing before the Commission at Seattle, Washington, on June 16, 1916, Commissioners Arthur A. Lewis and Frank R. Spinning being present. The West Side Barge Company and Pacific Tow Boat Company were represented by Mr. J. P. Garvin. Witnesses were sworn and examined and hearing concluded.

The Star Steamship Company, at whose suggestion and request the above entitled proceeding was instituted, made no appearance. The witnesses named by the Star Steamship Company were examined and their evidence failed to support the allegations of the complaint.

WHEREFORE, IT IS ORDERED, That the above entitled cause be, and the same is hereby, dismissed.

No. 4136.

PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CENTRAL LABOR COUNCIL, *Complainants*, v. PUGET SOUND NAVIGATION COMPANY, *Respondent*.

Complaint relating to passenger rates by steamboat between Seattle and Tacoma.

This proceeding came on for hearing before the Public Service Commission of Washington at Seattle, Washington, on June 19, 1916, Charman C. A. Reynolds and Commissioners Arthur A. Lewis and Frank R. Spinning being present. Complainant was represented by Mr. James E. Bradford, its attorney; respondent was represented by Mr. Ira Bronson, its attorney. Witnesses were sworn and examined and the hearing concluded. The Commission having considered the evidence and being fully advised in the premises finds that complainant has failed to sustain the charge that the rates in question in this proceeding are unreasonable, unfair or excessive.

WHEREFORE, IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4153.

KINGSTON TRANSPORTATION COMPANY, A CORPORATION, *Complainant*, v. NAVY YARD ROUTE, A CORPORATION, *Respondent*.

Complaint relating to unremunerative commutation rates between Seattle and Tacoma.

It appearing to the Commission that the rate complained of in this proceeding was not published by respondent, as anticipated by the complaint,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 4154.

MERCHANTS' TRANSPORTATION COMPANY, *Complainant*, v. LILICO TRANSPORTATION COMPANY, *Respondent*.

Complaint relating to unremunerative rates for passengers between Seattle and Tacoma, Wash.

The subject matter of the above entitled proceeding having been satisfactorily disposed of by discontinuance of the service of the Lilico Transportation Company between Seattle and Tacoma, and upon advice from the Merchants' Transportation Company under date of August 3, 1916, that they desire to withdraw their complaint,

IT IS ORDERED, That the above entitled proceeding be, and the same is hereby, dismissed.

No. 4244.

QUARTERMASTER HARBOR DEVELOPMENT LEAGUE, *Complainant*, v. VASHON NAVIGATION COMPANY, *Respondent*.

FINDINGS OF FACT AND OPINION.

This cause came on for hearing at Tacoma, Washington, on the 23d day of October, 1916, before Chairman E. F. Blaine and Commissioner F. R. Spinning, the complainant being represented by Mr. C. A. Cook, the respondent by Capt. C. E. Wyman and Capt. John E. Manson, the residents of Browns Point by Judge Fremont Campbell, the residents of Northilla by Mr. Eli P. Norton. L. B. Kaler, official reporter.

FINDINGS OF FACT.

The Commission being fully advised in the premises finds the following facts:

I

Some of the members of the Quartermaster Harbor Development League are permanent residents of Quartermaster Harbor, Kitsap County, Washington, and some of them spend a portion of the summer season upon the harbor.

II

The Vashon Navigation Company operate a steamboat called the Vashon from the head of Quartermaster Harbor to the City of Tacoma, making four round trips daily. This boat can carry 250 passengers besides freight.

III

The steamer Vashon in sailing from Quartermaster Harbor to Tacoma and return makes landings upon the southerly shore of Maury Island. A line drawn from the last landing which the Vashon makes upon Maury Island to her landing place at Tacoma would opposite of Brown's Point be but a short distance westerly thereof.

IV

For some five years the Vashon Navigation Company in sailing its vessels from the head of Quartermaster Harbor to Tacoma and return has made Brown's Point one of its landing places, and at such point has received and discharged as many passengers as at most of the landing places which its steamers make. It lengthens the sailing time of the steamer Vashon four or five minutes to land at Brown's Point. The service at Brown's Point by the Vashon Navigation Company is the only reliable service that the people at Brown's Point have and by the steamer Vashon they receive their mail. The wharf at Brown's Point was built that the Vashon Navigation Company might land its boats there. The steamer Vashon in sailing from Maury Island to Brown's Point crosses the path of the Seattle-Tacoma steamers and other ships passing from Puget Sound into the Tacoma harbor and vice versa. Ships thus crossing one another's path is not unusual in

navigation and no accident has been occasioned at or near Brown's Point by reason of ships crossing one another's courses at or near right angles.

OPINION.

Our jurisdiction to decide the question presented us has not been challenged. Owing to the conclusion which we have reached we shall presume rather than decide that we have jurisdiction. The Vashon Navigation Company having for more than five years maintained a certain route from Quartermaster Harbor to Tacoma and return and for this period of time having made Brown's Point one of its landing places, the presumption is that landing at that point is reasonable.

Any party challenging the right of the company to land at Brown's Point must assume the burden of showing that it is unreasonable in fact for the company to make such landing. The complainants have failed to overthrow the presumption.

WHEREFORE, IT IS ORDERED, That this case be dismissed.

DISPOSITION OF CASES AFFECTING TELEPHONE COMPANIES.

No. 1799.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF
EMILE A. PETITCLERC, *Complainant*, v. HICKSVILLE-WHEELER TELEPHONE COMPANY, *Respondent*.

Complaint relating to telephone service on rural line.

It appearing to the Commission that the complainant has moved from the community served by the respondent and that no reason exists why the above entitled proceeding should be heard by the Commission,

IT IS ORDERED, That said proceeding be, and the same hereby is, dismissed.

No. 1822.

HOME TELEPHONE COMPANY OF SILVER CREEK, WASHINGTON, *Complainant*,
v. FARMERS INDEPENDENT TELEPHONE COMPANY, *Respondent*.

Complaint relating to unremunerative telephone rates.

It appearing to the Commission that the cause of complaint in this action has ceased to exist,

IT IS ORDERED, That this cause be, and the same hereby is, dismissed.

No. 1823.

IN THE MATTER OF THE PETITION OF THE NORTHERN PACIFIC RAILWAY COMPANY FOR CLASSIFICATION AS OPERATING PROPERTY THE FOLLOWING DESCRIBED TRACTS: LOTS 1, 2, 3, AND 4, BLOCK 5 SUMNER, SUPPLEMENTAL; AND VACATED STREET LYING WESTERLY OF AND ADJOINING SAID BLOCK; TRACT 53.2, SECTION 24, TOWNSHIP 20, NORTH, RANGE 4 E. W. M., LESS PORTIONS FOR STREETS.

The application of the Northern Pacific Railway Company for classification of above described tracts as operating property has been investigated by the Commission and the Commission having found that said property is used and useful in the operation of respondent's railway system, .

IT IS ORDERED, That lots 1, 2, 3, and 4, block 5 Sumner, supplemental; and vacated street lying westerly of and adjoining said block and tract 53.2, section 24, township 20 north, range 4 E. W. M., less portions for streets, all of said property being in Pierce county, Washington, be, and such property hereby is, classified as operating property.

Nos. 1810 and 1825 Consolidated.

Proceedings relating to rates, tolls, charges, contracts and rules and regulations in this cause.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC TELEPHONE AND TELEGRAPH COMPANY, *Respondent*.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC TELEPHONE AND TELEGRAPH COMPANY, *Respondent*.

REYNOLDS, Chairman: By consent of all parties, causes Nos. 1810 and 1825 have been consolidated (Tr., page 5), but the findings and order herein refer only to the valuation. The exchange rates, tolls, charges, contracts, rules and regulations will be considered in a separate order. It was consented by the company that any segregation of value as to communities might be considered and made a part of the findings in the rate case, cause No. 1825.

The valuation proceedings were set for hearing at the assembly room of the Tacoma Commercial Club in the city of Tacoma, Washington, on Monday, January 24, 1916, at 9:30 a. m., at which time and place evidence was received relating to value of the property of the Pacific Telephone and Telegraph Company within the State of Washington. The Public Service Commission was represented at said hearing by Scott Z. Henderson, assistant attorney general; the respondent company by H. D. Pillsbury, J. T. Shaw, and Otto B. Rupp, its attorneys; the city of Seattle by Ralph Pierce, its assistant corporation counsel; the city of Spokane by C. M. Fassett, commissioner of public utilities, and H. M. Stephens, its corporation counsel; the city of North Yakima by L. O. Melgs, its corporation counsel, and the city of Tacoma by T. L. Stiles, its corporation counsel.

Said hearing was continued by consent of all parties to February 23, 1916, and then to March 20, 1916, at which time further testimony was taken by the Commission at the city of Olympia, and the valuation proceedings submitted to the Commission for its decision.

Commission's Exhibit "C" contains a "statement of bases and governing principles involved in work of Commission's engineers" (page 2), and "a statement of bases and governing principles involved in work of telephone company's engineers" (page 5).

The engineers of the Commission followed the usual cost of reproduction method of appraisal. The report covers all of the requirements of our statute (Session Laws of Washington, 1911, chapter 117, section 92). The Commission will follow the statute and make findings as required therein. No one of the factors found under the cost of reproduction method represents the amount to be used as "fair value" or "rate base." The statute is silent upon the question of the finding of "fair value" or a base for rates. The Commission is directed to find the "market value," but no one contends that the "market value" is always a fair basis for rates. Since the Commission is required to ascertain the fair, just, reasonable and sufficient rates for telephone

service, the Commission will assume that it is authorized to find a "rate base."

The respondent company, while producing figures on some of the matters required to be considered by our statute, has vigorously attacked the cost of reproduction method of valuation, and has suggested an "actual performance" method, which, where practicable, seems to present many strong reasons for its adoption. The cost of reproduction method has not proven entirely satisfactory to courts and commissions.

The Commission will disregard the reproduction cost estimate submitted by respondent. It has for its basis the actual performance record and assumes hypothetical conditions of extraordinary cost due to forced construction, which forced construction is not substantiated by reference to the testimony of Mr. Flaeger (Trans., page 425) and Mr. Griswold (Trans., page 458), wherein they state that as a matter of fact approximately 75 per cent of the present plant has been built, or reconstructed, in the course of their actual performance within a period which approximates their assumed construction period.

In *Simpson v. Shepherd*, 230 U. S. 352 (Minnesota Rate Case), Justice Hughes, speaking for the court, took occasion to disapprove the reproduction theory of value as applied to the valuation of right-of-way. Mr. Justice Hughes said:

"The cost of reproduction method is of service in ascertaining the present value of the plant, when it is reasonably applied and when the cost of reproducing the property may be ascertained with a proper degree of certainty. But it does not justify the acceptance of results which depend upon mere conjecture. * * * Presented with an impossible hypothesis, and in endeavoring to conform to it, the appraisers—men of ability and experience—were manifestly seeking to give their best judgment as to what the railroad right-of-way was worth."

"Cost of reproduction new" may or may not represent the amount which the utility necessarily expended, the detriment they necessarily suffered to bring the plant up to its present status. Telephone plants are not constructed upon the cost of reproduction theory, but extension is added to extension, and piece by piece the whole system is brought to a point where it can efficiently and adequately serve the public. If unit costs for labor are based upon continuous construction alone, as is necessarily followed under the cost of reproduction theory, the unit costs for labor will be low, if from extension work alone the unit prices are obtained, the price will be high. The Commission must use its best judgment in ascertaining the average cost, bearing in mind that some of the plant is the result of continuous construction and part piece construction.

In this case the wide divergence of results in attempting to determine the cost of reproduction of respondent's property will be noted. The Commission's engineers found the "cost of reproduction" as of the date December 31, 1913, to be \$16,765,383.03, and calculated the development cost at 8 per cent upon the investment to be \$2,396,400.01 as of the same date. The sum of these two figures is \$19,161,783.03. Re-

spondent's engineers found a "reproduction cost," including development cost, to be the sum of \$26,892,700.00. This shows an apparent difference of \$7,730,916.97. As stated above, we will disregard respondent's "reproduction cost." It contains elements which we believe should not be considered in the valuation of utility property. The only figure comparable with the \$19,161,783.03 is the company's figure of \$19,246,088.45 minus \$201,147.72, or \$19,044,940.73, taken from their "actual performance appraisal."

The company's "actual performance appraisal" which it claims as the "rate base" upon which it is entitled to a return from its patrons, is the sum of \$19,246,088.45. When we consider development cost in connection with the Commission's "cost of reproduction," we find that the Commission's figures are less than the "rate base" claimed by respondent, if development cost be calculated at 8 per cent and capitalized, by \$84,305.41.

Respondent company also vigorously attacks the fair value theory as a basis for rate making. It will be conceded since the amendment of our statute eliminating the valuation of the Commission as a basis for taxation, that the only practical reason for valuation under the law of this state is the establishment of fair, just and reasonable rates and practices. The Commission, unfortunately, has no jurisdiction over the issuance of securities, so that for all practical purposes the only good to be derived from valuation is to prevent unjust and unreasonable charges to the public:

Speaking of value as a basis for rates, Justice Hughes in the "Minnesota Rate Case," *supra*, says:

"In determining whether that right (right to receive just compensation) has been denied, each case must rest upon its special facts. But the general principles which are applicable in a case of this character have been set forth in the decisions. (1) The basis of calculation is the 'fair value of the property' used for the convenience of the public. (2) The ascertainment of that value is not controlled by artificial rules. It is not a matter of formulas, but there must be a reasonable judgment having its basis in proper consideration of relevant facts."

Justice Harlan in *Smythe v. Ames* said:

"How such compensation may be ascertained and what are the necessary elements in such inquiry, will always be an embarrassing question."

Our attention is called to the fact that value is a resultant, not a premise. Value is defined by Webster to be the "property or aggregate properties of a thing by which it is rendered useful or desirable." A utility is rendered useful or desirable to the owners thereof by reason of the return it will bring to its owners in the way of net profits. If we take this definition of the term "value" and make such value the basis for rate making each time we increase the return we increase the desirableness of the property or properties, and on the other hand if we decrease the return, we decrease that which makes the thing desirable; and so, if we decrease the return we decrease the value, and

if we increase the return we increase the value. Value is a shifting, variable thing depending upon many factors,—the money markets, shifting populations, demand, competition, politics, weather conditions, taxes,—the varied opinions of men, and the rates themselves, all have to do with the rise and fall of values. To say that rates are to be based upon the value of the property, using the term in its usual and ordinary sense, is to say that rates shall be based upon one premise today, another tomorrow. So we must conclude that when the courts said that rates were to be based upon "fair value," they could not have meant to use the word "value" in the sense in which the word is ordinarily used and understood.

It is suggested that the term "value" is limited by the word "fair," and that by the use of the word "fair" the value is limited to the sum of those elements which justly constitute the "rate base." While the aggregated elements that constitute the "rate base" have value, and the term "fair value" may be used to express that thought, it would seem, to avoid confusion, it were better to choose language that more aptly expresses the thought. The "rate base" is not and can not always be in fact and truth the "fair value" of the utility. We can say, if we will, that for the purpose of this opinion where the word "white" is used it means "black," and no harm is done, but were it not better to use the term that in its ordinary use expresses the thought desired to be expressed? When we speak of "rate base," he who runs may read and understand but when we speak of "fair value," we are in the midst of confusion. We have "value" for taxation, which our courts and legislatures have distinguished from "fair value" for rate purposes. We have "value" for condemnation purposes, which is also distinguishable. We have also "value" upon which is based securities, also distinguishable. We must assume that all these values are "fair" for the purpose intended. Were it not better to follow the suggestion of respondent, and adopt a term that expresses the exact thought? In other words, is it not better to find some term that expresses the measure of that which has been done by the utility, and which was necessary to be done for the public, and use that term to measure the reward the utility is entitled to receive, rather than base such reward upon what the utility has done for the public, plus what the public has done for the utility, and upon that base the return? If rates are to be based upon what the public does for the utility, the public should share in the profits. "Fair value" must necessarily include all property used and useful whether supplied by the company or the public.

It was never intended that rate payers should be required to pay interest to the utility upon the added value of its property, resulting from a city's paving over conduits and mains, and respondent here makes no such claim; yet such value must necessarily be a part of the "fair value" of the property. The courts never intended to require rate payers to contribute additional returns to the utility by reason of all

"unearned increment," which in many cases, if considered as a part of the "rate base," would result in rates absolutely prohibitive.

Why should the public be required to increase the return to the utility as a result of some act or acts on the part of the public that have already increased the value of the utility's property? The utility is the agent of the public in the performance of a public service. Assume that the principal should perform the service itself, would the increase of population be a reason for increasing the rates for services? On the contrary, as the use increased the rates would decrease. If the "unearned increment" were added to the "rate base," however, the increased use would hold the rates or be urged as a sound reason for an increase. "Unearned increment" is not a fixed thing. Populations are shifting. If we adopt the unearned increment theory, and add it to the many elements already considered as a part of the "rate base," we shall have a shifting premise. If population should decrease, values would shrink and would it then be just to say to the utility—"You have invested a large sum of money in property. The value of the property has decreased, therefore you are entitled to a return upon a sum much less than your actual investment." The "rate base" should not be subject to shifting population.

Respondent says (Commission's Exhibit "C," page 16):

"This company now possesses rights-of-way the present value of which is almost beyond computation; many of them could never be secured under modern developments. * * * Such rights-of-way have a high value, and but few could be reproduced. For these allowances should be made on the basis of the incidental investment above referred to."

Respondent recognizes the fact that the added value to its property is the result of developments over which it had no control. It does not, however, demand of the public that this added value be made a part of the "rate base." It says to the public: "We ask compensation for what *we do*, not for what *you do*."

A careful examination of all the decisions discloses the fact that no definition of the term "fair value" as used as a basis for rates, has ever been made. The courts have said "fair value" without defining the term, and the statute is silent on the subject. They have said that the Commission shall consider certain things which they enumerate, and which are enumerated in our statute, and which we have considered in this case, but they do not say how much weight should be given to the things enumerated. "Each case," they say, "must rest upon its special facts—it is not a matter of formulae," and then the whole subject is left to the sound judgment of the Commission without even a definition of the result to be found. We do not see how it is possible to use the term "fair value" as a basis for rates without including elements in the "rate base" that ought clearly to be excluded.

Is it not possible to develop some specific description that will include the things to be a part of the "rate base," and exclude the things not to be considered? What is meant by the term "fair value" when it

Cases Affecting Telephon

is used to represent the "rate base" or the developed the fair and just compensation a from its patrons? The term "fair value" be defined to be the reasonable and necessary in preparation for and in the service of equitable, just and fair that the public should fair, just and reasonable compensation for detriment a utility has suffered by reason. This reasonable and necessary detriment is. It is not dependent upon the present money nor any of the many factors that are the base is not a resultant, it is a base from which just that the public should be required to expenditures not necessary, nor for values which were in no sense a detriment requirement a utility suffers is not affected by times, but is a certain fixed and definite maintained and established, and which will remain time. The value of money may rise or fall by the utility will remain the same and capital incurred. If regulation is to prove successful method of dealing with public utilities, so calculation must be arrived at. It is a matter to the fickle, varying judgments of men, it be made fixed, positive and secure. The "rate base" is of so far-reaching importance as a matter of guess between widely divergent have proven uncertain, indefinite and unstable and commissions alike; their chief use is a method to conceal inflated values and dupe. Some more stable method should be devised rate speculation, allow the honest investor crooked financier, or regulation will provide bridled competition or unregulated monopoly.

The respondent in this case makes a frank of the old method, and asks this Commission respondent has submitted "actual performance" Commission a fixed and definite basis for

Respondent says:

"Actual performance segregated or as interstate commerce accounting, supplemented by commission accounting as may be essential, will be distinguished from an array of opinion, experience be the recourse for constructive and efficient

The case as presented by respondent is not based upon theory. The Commission is "actual performance" of the company, based

the base upon which respondent claims the right to be compensated by the public it serves. Theoretical figures were given as a check upon the "actual performance" results. No case has ever been submitted to this Commission, and, so far as we are informed, to any other commission upon this basis. Respondent frankly disclaims any right to a return from the public based upon the added value of its property created by the various cities in this state by paving over conduits and mains. It frankly disclaims any right to levy tribute upon the people of the state by reason of the increase in the value of property, which has resulted solely from acts of the public. In valuing the lands owned by respondent, we have followed the rule suggested by Justice Hughes:

"And where the inquiry is as to the fair value of the property in order to determine the reasonableness of the return allowed by the rate-making power, it is not admissible to attribute to the property owned by the carriers a speculative increment of value over the amount invested in it and beyond the value of similar property owned by others solely by reason of the fact that it is used in the public service." (Minnesota Rate Case, *supra*).

We, therefore, adopt and approve the plan suggested by respondent, that rates are to be based upon facts, rather than theories; that "fair value" if the words are to be used in their usual and ordinary sense, cannot be the basis for rates, that a utility is entitled to reasonable compensation based upon the reasonable and necessary detriment suffered in preparation for and in the service of its patrons, and not upon values created by the public. It is not to be conceived that a utility will, in the expenditure of its money, under modern conditions, for the construction of its plant or its extension, pay more for the implements or property used than is necessary.

These actual performance records, therefore, whenever they can be obtained, should be the storehouse from whence is drawn the facts upon which is based the actual, reasonable and necessary detriment suffered by the utility in serving the public, and whatever that detriment may be, the public in justice and equity should return fair compensation upon that sum. Taking then, into consideration the "actual performance" of this company, as well as all the elements provided by statute, what has been the honest, reasonable and necessary detriment this respondent has suffered in serving its patrons in this state, and in being reasonably prepared to take care of future business?

There is contained in respondent's "actual performance appraisal" as due from subscribers and agents, the sum of \$201,147.72. This sum is an asset of the company; so are all bills receivable assets of the company. However, it is not an item to be capitalized as a part of the rate base.

A telephone company must necessarily incur development cost. The plant costs for an exchange up to capacity is approximately the same. This initial expenditure occurs when the engineers decide that increasing population requires the construction of a new exchange. During many months and probably years, an exchange wisely constructed and

based upon the probable growth of a community may be a losing proposition or at best produce a return wholly inadequate. Justice demands that this fact be considered if the public is to exercise its rights of limiting the return.

We will not include in the sum which we finally determine to be the "rate base" the full amount reported by our engineers, but an amount which in our judgment will fairly represent "development cost."

Considering the foregoing and all the elements enumerated to be considered by the Commission in our statute (Session Laws of Washington, 1911, chapter 117, section 92), and having fully considered all of the evidence herein, and being fully advised in the premises, the Commission now finds:

I.

That respondent, The Pacific Telephone and Telegraph Company, is a corporation duly organized and existing under and by virtue of the laws of the state of California, and is engaged in the telephone business in the State of Washington, and is a public utility managing telephone lines, and conducts the business of affording telephonic communication for hire in the State of Washington.

II.

That the cost of construction and equipment, including the amount expended for permanent improvements and the amounts properly charged to construction of respondent's property in the State of Washington, as of December 31, 1914, is the sum of \$18,467,296.41.

III.

That the cost of reproduction new of the respondent's property in the State of Washington, as of December 31, 1914, is the sum of \$17,147,592.07.

IV.

That the cost of reproducing respondent's property in its present condition in the State of Washington, as of December 31, 1914, is the sum of \$14,011,297.48.

V.

That the outstanding securities of the respondent company as of December 31, 1914, are as follows:

Common stock	\$18,000,000
Preferred stock	32,000,000
Funded debt	41,375,000
Unsecured debt	3,600,000
Total.....	<u>\$94,975,000</u>

VI.

That the relative value of the use to which such property in the State of Washington is actually put, in the conducting of interstate business and state business respectively for the year 1914, is 13-100 per

cent and 99 87-100 per cent of respondent's entire property within the State of Washington. (Trans. 747, Exhibit 17.)

VII.

That the earnings of respondent company in the State of Washington for the year 1914, is the sum of \$4,106,602.59.

VIII.

That the expense of the respondent company, exclusive of depreciation, in the State of Washington for the year 1914, is the sum of \$2,588,504.94.

IX.

That the total market value of respondent company's property in the State of Washington, used for the convenience of the public as of December 31, 1913, is the sum of \$22,000,000. (Trans. 678.)

X.

That the earning capacity of respondent company's property in the State of Washington for interstate business is the sum of \$202,128.16. (Trans. 749, Exhibit 18.)

XI.

That the earning capacity of respondent company's property in the State of Washington for intrastate business is the sum of \$3,897,619.86. (Trans. 749, Exhibit 18.)

XII.

That the probable earning capacity of the respondent company's property in the State of Washington under the rate now charged is the sum of \$4,106,602.59, and that the amount required to meet fixed charges and operating expenses is the sum of \$3,311,461.00.

XIII.

That the expenditures already made by respondent company in procuring its property were justified by the then existing conditions, and such as might reasonably be expected in the immediate future, and the money expended by respondent has been reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

XIV.

That the net additions to the property of respondent company in the State of Washington for the year 1914 is the sum of \$382,209.00.

XV.

That the valuation includes the property in Tacoma, Washington, held in the name of the Sunset Telephone and Telegraph Company, it having been stipulated by respondent that such property should be considered in this hearing as a part of the property of the Pacific Telephone and Telegraph Company, respondent owning all of the stock of

said Sunset Telephone and Telegraph Company, and operating it as a unit of the Pacific Telephone and Telegraph Company.

XVI.

That the fair value of respondent's entire property, or rate base from which should be estimated the just, fair, reasonable and sufficient return to respondent as of December 31, 1914, is the sum of \$19,382,209.00. Rates will be determined from this sum, or such part thereof as is used for public convenience at the date of establishing just, fair and sufficient rates.

By LEWIS: While the "actual performance" method of appraisal as used by the respondent has commendable features, I am not prepared to adopt it at this time as a principle without a more careful study of the application of the method to the future work of this Commission. I therefore concur only in the findings of fact and result which are based on the statutory requirements.

No. 1825.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, *Respondent*.

The taking of testimony in this cause was concluded at a hearing in Olympia, Washington, beginning May 31, 1916, at 11 o'clock a. m., there being present Chairman C. A. Reynolds, Commissioners A. A. Lewis and Frank R. Spinning and Assistant Attorney General Scott Z. Henderson. The defendant company was represented by Mr. James T. Shaw, Mr. H. D. Pillsbury and Mr. Otto B. Rupp, its attorneys. The city of Seattle was represented by Walter F. Meier, assistant corporation counsel, its attorney; the Traffic and Transportation Bureau of the City of Tacoma by Mr. Jay W. McCune, its attorney, and the town of Cosmopolis by W. H. Tucker, its attorney, and testimony having been adduced by the respective parties, said cause was taken under advisement; that while the cause was under advisement, Commissioner Reynolds resigned and E. F. Blaine was appointed in his stead, who, since his appointment has taken part in the deliberations of the Commission in this action.

The Public Service Commission in the opinion and findings of fact rendered in case No. 1810, under date of April 25, 1916, found as follows:

"That the fair value of respondent's entire property or rate base from which should be estimated the just, fair and reasonable and sufficient return to respondent as of December 31, 1914, is the sum of \$19,382,209.00. Rates will be determined from this sum or such part thereof as is used for public convenience at the date of establishing just, fair and sufficient rates."

Testimony was offered and exhibits submitted in evidence, not only upon the segregation of the fair value already found by the Commis-

sion in case No. 1810, but, also upon the question of plant not used and useful, the credit to exchanges from toll revenues for the use of the exchange plant in rendering toll service, the earnings and expenses of the different exchanges and the toll lines, the basis of primary rate areas, obsolete rates, operation of air line toll rates, and other questions arising from the rules and practices of respondent company, all of which will be taken up and considered in order.

In relation to the segregation of the valuation the Commission's engineers submitted an exhibit (Comm. Ex. 1, Trans., p. 14) prepared by them, which shows the segregated valuation of the various exchanges of the respondent company in the State of Washington and bases the valuation of the various exchanges upon the valuation found by the Commission following the valuation hearing. The respondent presented no segregation either through testimony or exhibits that in any way questioned the fairness or reasonableness of the segregation made by the Commission's engineers, and the Commission therefore feels fully justified in accepting the segregation as offered.

The respondent has plant not classed as used and useful to the amount of \$208,858.56 (Res. Ex. 10, Trans., p. 274) which will be deducted from the fair value.

The service rendered by the telephone company is of two general types commonly termed exchange, and interexchange or toll, and this distinction gives rise to the segregation of the plant into portions devoted to these particular uses and known as exchanges and toll lines. Evidently, then, the use is one basis for the division of the plant into exchanges, commonly coincident with the cities or towns and contiguous territory, and toll lines, which extend between these exchanges. Such a division of physical property is one generally recognized and the interstate commerce commission has so recognized it in its prescribed system of accounts. For practical purposes, convenience in operation, accounting and such, these toll lines are commonly considered as extending from a central office in one exchange to a central office in another exchange, and to constitute the toll plant. While the exchange plant is complete within itself and can render service, this is not true of the toll plant and no toll service can be rendered without some use being made of the exchange plant. It follows, therefore, that not only must the plant commonly recognized as toll plant be taken into consideration in the determination of a basis against which the earnings and expenses from this type of service is set, but something else in addition. On the basis of use an attempted segregation of all portions of the exchanges between exchange and toll would lead to practically insurmountable difficulties. Consequently, it has been customary to determine the expense incurred by the exchange plant in the function it performs in rendering toll service, and by crediting to the earnings of the exchange a portion of the toll revenues, to compensate therefor, thus fully recognizing that this expense belongs and must appear in the toll rates and is justly assessable against the toll user.

Respondent's Exhibit 2 (Trans., p. 218) shows a detail computation for the determination of the compensation to exchanges for interexchange or toll function. This computation based upon the year 1914 shows that for that year a credit of 32.95 per cent of the gross revenue of the toll should be credited to the exchange. Computations by the Commission's engineers for this same year, using their slightly different views as to the distribution of some of the items of expense, resulted in the finding of 32.06 per cent, or practically the same amount (Trans., p. 229).

Analysis of the toll revenues over the period from 1911 to 1914, inclusive, which period covers fluctuating business conditions, shows that the 1914 revenues did not include the average potential in the business as indicated by the entire period, and that the interexchange expense for the year 1914, assuming the business had included the potential of the other years of this period, would have resulted in an allowance or compensation to the exchanges of 30.36 per cent of the total interexchange revenue for the state.

The earnings and operating expenses of the respondent company have been thoroughly investigated in detail for the years 1913 and 1914, both for exchange and interexchange or toll plant, and also for the plant as a whole. The respondent's exhibit No. 3, which corresponds to the "statement of earnings and expenses set against segregated rate base" as shown in the Commission's Exhibit 2, shows the distribution of the plant, gross revenue, expenses and net revenue within the state. Thirteen exchanges, Aberdeen and Hoquiam being considered as one, comprise 76.35 per cent, the remaining exchanges, all of which have a fair value of less than \$50,000, each, comprise 3.86 per cent and the toll lines comprise 19.79 per cent of the total property within the state. The following tabulation is taken from that exhibit:

DISTRIBUTION OF PLANT, GROSS REVENUE, EXPENSES AND NET REVENUE, 1914.

EXCHANGE	Rate Base	Revenue	Expenses	Revenue	Per Cent. Net Return	Per Cent. Net Return (Published rates substituted for obsolete rates)
Seattle	\$6,799,902	\$1,639,724	\$1,459,538	\$180,186	2.65	3.35
Spokane	3,387,264	652,769	602,415	50,354	1.49	1.81
Tacoma	2,425,826	424,546	440,977	16,431*	.68*	.23*
Bellingham	607,370	96,491	112,461	15,970*	2.63*	2.62*
Aberdeen and Hoquiam.....	310,829	82,023	70,446	11,577	3.73	4.03
Walla Walla	303,600	87,556	68,897	20,658	6.80	7.96
Everett	298,212	62,573	66,207	3,634*	1.22*	1.01*
North Yakima	291,412	75,966	61,374	14,590	5.01	5.06
Vancouver	140,648	33,532	34,174	642*	.46*	.62
Olympia	110,170	36,945	33,411	3,583	3.21	3.39
Centralia	72,446	31,260	25,071	6,189	8.54	9.18
Oolfax	50,522	20,248	18,596	1,652	8.27	5.17
Exchanges having rate base of less than \$50,000.....	747,871	214,504	271,266	56,661*	7.53*	7.27*
Toll lines	3,836,133	645,392	379,008	266,383	7.20	.....
State totals	\$19,382,209	\$4,108,562	\$3,641,847	\$461,686	2.38	2.79

* Indicates loss.

The net result of operation either under the straight line or sinking fund method of calculating depreciation expense for the years 1913 and 1914, is shown in Commission's Exhibit 2, and in neither case is the net return or earning either for the exchanges as a whole or any particular exchange excessive. The only exchanges showing an earning in excess of eight per cent. are Centralia and Hoquiam, and with respect to Centralia this is because all toll earnings of Chehalis and certain other surrounding towns are handled by and credited to Centralia, while Hoquiam is the result of the present plant being fully saturated; that is, at its highest point of development, and is at present inadequate, and must immediately be provided with new, more efficient and additional construction and equipment.

Thus it is apparent that the aggregate earnings on exchange are not excessive and in no particular exchange is the rate of return excessive, and that no radical rate changes are reasonable or advisable.

The exchange rate schedules from which these earnings have resulted have been those which the company itself determined. It is a reasonable assumption that they have named rates therein that they felt would sell the service and encourage development. To show an adequate return upon the investment at the present time it is manifest that these rates in the aggregate would have to be raised. It is the belief of the Commission that the company would not name rates which would fail to show earnings unless they felt that they could not exact higher rates without restricting development. Consequently, as these rates, in the aggregate do not show a reasonable rate of return, it appears to the commission that at the present time, if the exchange rate situation is approached upon any other basis than that of rates which will conserve and develop the business and yet be acceptable that exchange rates in the aggregate would have to be increased.

The respondent company (Res. Ex. 5, Trans., p. 258) has offered the following interpretation of the terms "Exchange," "Rate Districts or Zones," and "District Service Area."

"An exchange consists of one or more central offices, usually located in the same city, town or village, and forming a local system providing local service between the subscribers in said city, town or village, or contiguous thereto, at standard rates established for the community they serve."

"Exchanges, particularly if large, are sometimes subdivided into rate districts or zones. These rate districts or zones form only parts of an exchange and, for the purpose of this definition, should not be counted as separate exchanges."

"It sometimes happens that two or more exchanges, each limited by its own boundaries, may be grouped together and treated as one rate area from the standpoint of rates. When this occurs, the group thus formed is not to be counted as one exchange but each of the exchanges composing the group should be counted as one. Such a combination of exchanges as above described is known as a 'district service area' and not as an exchange."

"An area within an exchange in which the primary or base rates apply is defined as a 'primary rate area'."

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that consideration of such distinctions is fundamental to the business conducted by the respondent company is readily apparent. The necessity for a segregation of the territory served by an exchange into areas which determine the rates for which base or primary rates are charged, has long since been recognized and such primary rate areas are now on file in conjunction with the rate schedules of respondent company. The primary rate areas and the zones contiguous thereto were determined by the drawing of concentric circles about the central office, except where the growth of multioffice exchanges had more or less destroyed or precluded such a method. It is apparent that the present system does not give due recognition to development, physical and geographical necessities, and limitations, and might result in undue and unusual requirements. A proposed readjustment of primary rate areas, both as to the basis for their determination and the rates thereon in each of the particular exchanges throughout the state, has been submitted, purporting to give recognition to physical and geographical conditions governed by the development, both actual and potential, and is evidently much more logical, just and reasonable than the basis for the determination of the primary rate areas now existing and on file.

The equity of the air line toll rate schedule operated in 1914, as compared with the old county zone system in operation during 1913 prior thereto, was one of the questions at issue. Under the old county zone system toll rates were based upon a flat unit charge per message traversed without any regard to the size or outline of these areas, or to the location within the counties of the exchange at which a message originated or terminated, and for this reason were not reasonable, just or equitable. The necessity for quoting exception thereto where a volume of business moved was a recognition of the fundamental weakness of this system. No extended discussion of the merits of the existing air line toll rates need be made other than call attention to the fact that it recognizes the three primary factors inherent and fundamental in this class of service (Comm. Ex. 3) namely, a fixed expense per call, necessary in recognition of a fixed expense per call and made necessary as being the simplest solution of the recognition of the long and short haul principle, and the two variables, time and volume. This method places all interexchange or toll traffic upon a reasonable and non-discriminatory base through the recognition of these principles.

The net result of the operation of the air line toll rate in the toll segregation using either the straight line or sinking fund depreciation, as shown in Commission's Exhibit No. 2, for the year 1914, which this rate was in effect, and as compared against the year during which time the county zone system of toll rates was in effect, is an earning not unreasonable or excessive, neither does it produce a reasonable return under the existing plant and traffic conditions.

In reply to interrogation respondent admitted that there were in existence obsolete rates which were the result of contract relations not running concurrently with the rate schedules as filed. (Trans p. 259.)

These so-called contractual relations, real or implied, have resulted in there being 8,095 subscribers in 1914 who were receiving service at rates at variance with the rates in the schedules now on file and are discriminatory. (Trans. p. 258—Res. Ex. 6.)

The rules and practices of the respondent company other than those normal to any business were built around a contractual relation dependent upon an extended period of service. These rules and practices developed conditions in addition to obsolete rates which were the source of numerous complaints. The elimination of these conditions implied the formulation and drafting of new rules and regulations upon an entirely different basis.

The engineers of the Commission were directed to confer with the engineers of the respondent company looking to the promulgation of a set of rules and regulations by the company which would eliminate, in so far as they were able to determine, the features manifestly and admittedly unsatisfactory to both the company and its patrons. As a result of this conference, involving no small effort and study and extending over quite a period of time, the engineers of the company, together with the engineers of the Commission, have drafted a set of rules and regulations which appear to be satisfactory and to eliminate all causes for complaint which have been made against the former rules and regulations. These have been duly filed by the company. The underlying reasons and the rules directly applicable thereto may be stated as follows:

The necessity for certain definite and specific rules and regulations for the government of the practice and procedure in the conducting of any business is an established and recognized principle. These rules and regulations must admit of ready interpretation and be practically applicable to the conducting of the particular business and the conditions peculiar to that business. The requirements made by the public upon telephone utilities have necessitated rules and regulations peculiar to the problems of this particular business.

While the rules and regulations of the different telephone utilities have not all been in conformity they have all recognized the underlying principles peculiar to and characteristic of the telephone business.

To insure uniformity throughout the state, rules and regulations have been prepared, designed to meet the reasonable requirements of the service, both from the standpoint of the public and the utility. These rules and regulations comprehend the recognized principles of telephone utilities and permit these principles to be administered in reasonable procedure. The rules and regulations are interrelated throughout and form a complete structure. Each rule or regulation also has its particular function in the administration of the business. Since telephone

utilities render exchange or interexchange service, or both, the rules and regulations have been formulated to provide for their requirements made in rendering either or both of these services.

Through provisions made in these rules and regulations the necessity for the existence of the "term-contract" with its objectionable features has been eliminated. To provide evidence of a request for service so that a permanent record may be had as to the request for service, type, location, directory listing and other information pertinent thereto, provision should be made for an application, the form of which is to be filed with the Commission. In connection with this application, it is necessary to define the general classification made of telephone service. This refers to the general service types of business and residence, and a further classification of the business type into public and private, and means should be provided by which these are determined. This is to clearly define these segregations and is for the protection of the users of telephone service and the company, in that it will eliminate the abuses which arise from the improper application of a schedule. This is covered by the following rule.

RULE 1.

Applicants may be required to sign an application furnished by the company, for the service to be rendered, and to establish their credit as provided in these rules as a condition precedent to service.

The applicability of rates for business and residence service, and for public or private business service, shall be governed by the obvious or actual use made of the service.

Measured rate service is a type within itself and may not be handled with respect to payment as is flat rate service, because the billing is in arrears. Flat rate service types are required to be paid monthly in advance but in the case of measured rate service types, because the billing is in arrears, the utility is entitled to be reasonably safeguarded in this enforced extension of credit and to have the applicants establish their credit before service is rendered. This credit may be established by any one of several methods as elected by the applicant. If he owns the property, that fact alone should establish his credit. If he does not own the property, he may establish his credit by furnishing a guaranty for the payment of his bill signed by a guarantor satisfactory to the utility. If he is a subscriber of the utility at the effective date of these rules and regulations his credit will be deemed established. If the subscriber does not desire to elect either of these methods, he can establish his credit by making a cash deposit. This permits the applicant to take the initiative and establish his credit in a manner in which he may elect. This is covered in the following rule.

RULE 2.

All applicants for measured or coin box exchange service at the time of applying for service shall be required to establish their credit under one of the following methods.

(a) Ownership of Premises.

An applicant who owns the premises in which telephone service is to be installed may establish credit by signing a certificate provided by the company certifying to the ownership. The company will accept the signed certificate as satisfactory evidence of ownership in the absence of any definite knowledge to the contrary.

(b) Guarantor.

An applicant may establish credit by furnishing a guarantor satisfactory to the company, the applicant to obtain the signature of the guarantor on a guaranty form provided by the company. Any applicant furnishing a guarantor not acceptable to the company must establish credit under (a) or (c).

(c) Cash Deposit.

An applicant may establish credit by making a cash deposit as hereinafter provided. Receipts shall be issued for all such cash deposits.

(d) Subscribers as of the effective date of these Rules and Regulations.

All subscribers receiving service as of the effective date of these rules and regulations will have established their current credit under this rule.

Since provision in the foregoing rule has been made whereby the applicant may elect to establish credit by a cash deposit, it is necessary to fix a limit on the amount of this deposit.

The probability of other than a minimum use of residence, measured or coin box exchange service is slight particularly when compared with measured or coin box business service where the requirements may result in a use far in excess of the minimum amount of service associated with the minimum rate, which is referred to as the monthly rate. Consequently a limit has been fixed and a distinction made between the two classes of service in the amount of the deposit required by the following rule.

RULE 3.

All applicants for measured or coin box exchange service who establish credit by making a cash deposit shall make a deposit in the following amount:

(a) The deposit required from applicants for business measured or coin box exchange service shall not be in excess of twice the monthly rate for the service.

(b) The deposit required from applicants for residence measured or coin box exchange service shall not be in excess of the monthly rate for the service.

Bills for measured or coin box exchange service are rendered in arrears and do not become delinquent until after fifteen (15) days have elapsed subsequent to the receipt of such bill. Since no action on the part of the utility toward disconnecting or refusing to provide service is permitted prior to the expiration of this period, this permits of the accumulation of approximately two months' bill for service before final action can be taken relative to disconnection. For this reason, the maximum amount of the deposit in cases of impairment should be twice the average monthly bill as determined by the two months preceding the impairment. This is covered by the following rule.

RULE 4.

Subscribers who have initially established their credit otherwise than by a cash deposit and later fail to pay their bills shall be required to make a cash deposit to guarantee the payment of charges under the following regulations:

(a) The deposit required from a business measured or coin box exchange subscriber who has impaired his credit shall not be in excess of twice his average monthly bill, based upon the two months preceding the month in which impairment occurs.

(b) The deposit required from a residence measured or coin box exchange subscriber who has impaired his credit shall not be in excess of twice his average monthly bill, based upon the two months preceding the month in which impairment occurs.

Subscribers subject to this rule who refuse to make a cash deposit may be denied further service, but only after the lapse of at least fifteen (15) days after the receipt by the subscriber of the company's notice that service is subject to discontinuance.

The establishment of credit by means of a cash deposit, either on the part of an applicant for service, or of a subscriber who has impaired his credit, necessitates provision for the application of this deposit to unpaid bills. In the case of continuance of service the deposit may be required to be restored in full after all or any part of the deposit has been applied to the impaired bill. The subscriber may be required to pay any amount by which the bill exceeds the deposit, in addition to restoring the deposit. These provisions are covered by the following rule.

RULE 5.

Subscribers who have made a cash deposit and fail to pay all charges due are subject to the following rules:

(a) The deposit may be applied in so far as necessary to cover all charges due.

(b) If the deposit equals or exceeds the charges due, the subscriber may be required to make a new deposit as provided by Rule 4. The total deposit shall not exceed that required by Rule 4.

(c) If the deposit does not equal the charges due, the subscriber may be required to pay the remaining amount after applying the deposit, and make a new deposit as required by Rule 4.

As a protection to subscribers against any arbitrary discontinuance of service by a telephone utility and to relieve the utility of unnecessary expenditure, through issuing additional notices, it is desirable to designate a billing period, within which payment may be made and during which discontinuance may not be made. Fifteen days after the receipt of the bill is considered a sufficient period, and the bill should contain a notice calling attention to this period. This is covered by the following rule.

RULE 6.

All bills against subscribers receiving measured or coin box exchange service shall be rendered monthly in arrears and shall contain a notice to the effect,—that bill is then due and payable and unless paid within fifteen (15) days after receipt of bill, the service is subject to discontinuance without further notice.

It is the general practice of telephone utilities to extend the convenience of toll or telegraph service to all patrons. The telephone utilities are entitled therefore to reasonable protection in payment for service rendered. Since the exact amount of a bill cannot be known until the service is rendered and as these bills may assume any proportions, the utility should have the right to exact payments as occasion may demand. In the event that a subscriber fails to pay the charges due the service is subject to denial and the subscriber may be required to pay all charges due, and to make a cash deposit before further toll or telegraph service is furnished. This is covered by the following rule.

RULE 7.

The company may extend credit for toll or telegraph service to any subscriber under the following rules:

(a) If a subscriber avails himself of the convenience of toll or telegraph service and fails to pay the charges therefor, after reasonable notice, the company may deny the convenience of further toll or telegraph service until the subscriber pays the amount due and makes a deposit, not in excess of twice the amount that was due, to cover charges for future toll or telegraph service.

(b) If a subscriber who has made a cash deposit fails to pay his bills for toll or telegraph service, the deposit may be applied to the subscriber's account for toll or telegraph service, in so far as it will apply. The subscriber will be required to pay his bill in full and

subject of an agreement, wherein this abnormal cost is in part or a whole borne by the patron in order that it may not become a burden upon other users of service. This question and agreement is subject to review by The Public Service Commission in case of dispute or divergent views. This has been covered by the following rule.

RULE 12.

The company will provide, at its own expense, all reasonable extensions necessary to serve applicants in accordance with its published rates filed with The Public Service Commission of Washington and in accordance with its established construction standards.

Any extension which in the company's judgment is unreasonable or should not be made at sole cost to the company may be refused subject to appeal to The Public Service Commission of Washington on an informal application.

Any extension which is not to be made at the company's sole cost shall be covered by a written agreement between the company and the applicant, defining the terms and conditions under which the extension is to be constructed.

RULE 13.

The forms mentioned in the foregoing rules for application for service, certificate of ownership, guaranty, receipts for deposits, and a copy of each written agreement as provided for in Rule 12 shall be filed with The Public Service Commission of Washington.

The cost of making an initial installation is a proper capital charge. The cost that is capitalized cannot be considered as an operating expense, or in any manner assessable against the individual patron. The cost of the initial establishment of service, however, which is not capitalized and therefore becomes an operating expense, is properly assessable against the individual patron who is responsible for the cost being incurred. Likewise, the cost of disconnecting and reconnecting a patron's service is properly assessable against the individual patron. Such costs which do not enter into the capital account should not burden the rates of all patrons, but should be borne by the applicant or subscriber responsible for their occurrence. These costs may be provided for by a service connection charge to each applicant or subscriber for the establishment of service at any location. Such a rule is entirely proper, provided the amount of the charge bears a reasonable relation to the actual average cost involved. This charge eliminates the necessity of the utilities claiming protection under term-contracts, short-term rates, cancellation charges, penalties or deposits therefor, since the uncapitalized expense occurring at the time of the establishment, disconnection or reconnection, of a patron's service will be met by the payment of a service connection charge.

This charge, moreover, taken in conjunction with the protection in the extension of credit covered in the various other rules, should be

sufficient protection for the satisfaction of all claims of the various telephone utilities as ordinarily expressed in term-contracts, short term rates, cancellation charges, penalties or deposits therefor. While it may not be possible to place in effect a service connection charge in an amount sufficient to cover the expenses involved in each particular case, the charge should bear a reasonable relation to the actual average expense incurred, thus placing this expense upon the subscriber responsible for its occurrence, and at the same time relieving the general rate paying public from carrying this burden.

The establishment of a service connection charge should not only be of benefit to the general rate paying public but to the individual subscriber as well, since by any continuous use of the service at any given locality the charge will remain constant for any given period. This charge results in a benefit direct and proportionate to those who are most entitled to the benefit,—the long term user,—and at the same time the short term user, while compensating for short term expense without burdening the long term user, becomes entitled to the same monthly rate for service as the long term user. In other words, a subscriber by paying the service connection charge has relieved the rate system to this extent, hence all subscribers are given the same opportunity of service at the same rates for similar periods. Further, the establishment of this charge should eliminate complaints arising from the application of contract regulations, such as supersedures, transfers, terminations and outside moving charges, since, under this plan there is no necessity for their existence. It is possible, therefore, to eliminate whatever discrimination has resulted from a contract period, since the proposed plan eliminates the requirement of taking service for any specified period.

It is necessary to make certain provisions to cover added expense in the case of service temporarily disconnected on account of non-payment of charges, subscriber's temporary absence, or for any reason for which the subscriber is responsible.

This expense occurs through the added efforts to collect revenues already due, disconnecting and reconnecting the service, or both. To control these expenses by assessing them against the individual subscriber responsible for their occurrence and to have some reasonable measure which will operate as a deterrent in decreasing the number of temporary disconnections, a restoration charge in conjunction with the payment of the exchange service charges during the period of temporary disconnection is a reasonable provision.

To provide further for the expense incurred by the individual subscriber for a change of instrument types or the location of instrumentalities after the original installation has been made, specific charges for such service should be provided for. Since the expense upon which these charges are based arises from the action of the individual subscriber the charges are properly assessed against him. This is covered by the following rule.

RULE 14.

A service connection charge of \$3.50 shall be made to all applicants for the establishment of service at any location, provided that a service connection charge shall be made to applicants who sign for service to be rendered by the use of telephone instruments as then in place, further provided that no service connection charge shall be made to applicants for farmer line service nor for private branch exchange or intercommunicating systems, except as hereinafter provided for in Rule 15. Any change in the installation required by the subscriber shall be made subject to the established charges therefor.

A charge of \$1.00 will be made for restoration of service when service has been temporarily disconnected on account of non-payment by subscriber's temporary absence, or for any other reason for which the subscriber is responsible, except a change in class of service or location of facilities. Where service is temporarily disconnected for which the subscriber is responsible, the exchange service charges shall be made during the period of disconnection.

Charges for a change of instrumentalities shall be as follows:

- (a) Change of location in the same room—\$1.00 per station.
- (b) Change of location from one room to another, on the premises—\$2.00 per station.
- (c) Change from wall to desk set or *vice versa*—\$1.00.
- (d) Change in location or address of private branch exchange switchboard or systems, intercommunicating systems or station miscellaneous equipment shall be charged for at actual expense.

Changes involving only private branch exchange stations shall be charged for in accordance with (a), (b), and (c).

In recognition of the well established and generally accepted principle of minimum charges for service, provision is made therefor by the following rule.

RULE 15.

The minimum charge for service, the rates for which are quoted on a monthly basis, shall be the published monthly rate, and the minimum charge for service, the rates for which are quoted on other than a monthly basis, shall be the published rate therefor; provided that the minimum charge for farmer line stations shall not exceed that for six months' service; and further provided, that, at any time when service may not be taken for a period less than herein specified, excepting that the aggregate of the charges for private branch exchange inclusive of inter-communicating systems, shall not be less than an amount equal to the annual rate plus the cost of installation and removal.

FINDINGS OF FACT.

Considering all the facts in evidence herein, the Commission now makes the following findings:

I.

That the fair value as segregated to the various exchanges and toll lines in service as of December 31, 1914, is as follows:

<i>Exchanges</i>	<i>Amount</i>
Aberdeen	\$232,320 69
Ahwaga	38 30
Albion	5,903 89
Almira	2,225 33
Anacortes	46,391 50
Arlington	42,694 05
Auburn	21,658 37
Bay City	32 36
Barneston	36 10
Bellingham	599,685 87
Black Diamond	112 80
Bothell	12,210 25
Buckley	7,172 05
Burlington	30,136 65
Burnett	42 87
Carbonado	50 73
Castle Rock	3,633 23
Centralia	72,445 75
Chewelah	3,345 31
Cle Elum	12,171 70
Clarkston	25,864 86
Colfax	50,522 03
Colville	18,193 79
Conconully	1,759 12
Coupeville	6,657 04
Coulee City	2,473 26
Dayton	35,961 47
Deming	5,313 39
Deer Park	6,210 48
Edison	2,709 02
Edwall	1,641 57
Enumclaw	7,628 03
Ephrata	4,663 73
Eureka	72 89
Everett	298,212 04
Fairfax	86 54
Farmington	1,226 78
Frances	564 46
Garfield	2,378 57
Govan	533 35
Harrington	6,833 25
Hartline	769 85
Hatton	625 01
Hoquiam	78,509 20
Issaquah	4,270 72
Kerriston	30 97
Lind	4,875 96
Loon Lake	86 07
Markham	56 96
Marysville	6,785 80

Cases Affecting Telephone Companies

<i>Exchanges</i>	<i>Amount</i>
McCormick	\$17 70
Meyers Falls	253 54
Melmont	62 02
Moclips	190 07
Mohler	52 94
Monroe	34,840 52
Mount Vernon	44,832 28
New Kamilche	40 93
North Yakima	291,412 33
Northport	3,209 17
Oak Harbor	4,765 71
Odessa	4,991 34
Olympia	110,169 98
Orient	204 90
Palmer	598 40
Palouse	14,940 55
Pateros	2,264 32
Port Townsend	28,715 43
Pomeroy	29,853 75
Pullman	37,685 85
Ravensdale	106 95
Rainier	210 37
Ritzville	23,728 32
Rockford	77 06
Rollway	77 03
Roy	1,721 97
Scotia	72 40
Seattle	6,644,889 05
Sedro Woolley	39,320 23
Shelton	6,719 04
Sherlock	158 67
Snohomish	32,988 53
Spangle	636 14
Spokane	3,387,264 86
Spokane Bridge	171 09
Sprague	11,582 26
Stanwood	16,972 40
Startup	2,700 56
Sultan	4,591 33
Sumner	9,659 24
Springdale	585 21
Starbuck	2,324 46
Tyler	148 41
Vancouver	137,744 63
Walla Walla	303,600 01
Waitsburg	11,638 92
Washtucna	529 17
Wilbur	9,846 63
Wilkeson	1,366 17
Wilson Creek	2,056 02
Willada	81 80
Winlock	370 79
Winona	83 15
Tacoma	2,336,568 68
Connecting Company Points.....	11,689 98
Toll Stations Checked.....	217 73
Toll Lines	3,630,133 98

II.

That the respondent company has plant not classed as used and useful in various exchanges throughout the state to the amount of \$204,858.56, that is not included in the segregated fair value.

III.

That thirty per cent. of the originating interexchange revenue is a fair and reasonable compensation to the exchanges for their toll functions.

IV.

That for the years 1913 and 1914, the earnings and expenses of the several exchanges and the toll lines show a per cent. earned on the segregated fair value as follows:

EXCHANGES	PER CENT. EARNED			
	Depreciation on 4% Sinking Fund Basis		Depreciation on Straight Line Basis	
	1913	1914	1913	1914
Aberdeen	8.84	2.74	2.14	1.58
Almira		2.23		1.02
Anacortes	18.70*	11.46*	14.90*	12.67*
Arlington	8.00*	4.75*	9.20*	5.96*
Auburn .....	.68	.17*	.52*	1.38*
Bellingham	2.86*	1.88*	4.06*	2.50*
Bothell	11.62*	18.06*	12.82*	14.28*
Buckley		87.75*		38.96*
Burlington	16.92*	12.95*	18.10*	14.16*
Castle Rock		59.64*		60.85*
Centralia	14.08	9.75	12.88	8.54
Chewelah		7.54		6.33
Clarkston		6.13		4.92
Cle Elum	2.29*	2.69*	3.49*	3.90*
Colfax	4.51	4.48	8.31	3.27
Colville	1.76*	1.57*	2.96*	2.78*
Coupeville	3.06*	8.40*	7.29*	9.62*
Dayton	2.05	.74*	.85	1.96*
Deer Park	8.43*	19.04*	9.63*	20.25*
Edison		12.82*		13.58*
Edwall		7.42*		8.45*
Enumclaw	3.79*	1.05	4.99*	.16*
Ephrata		8.72*		4.91*
Everett .....	.02	.01*	.12*	1.22*
Harrington	7.19*	7.81*	8.39*	9.02*
Hartline		23.15*		24.36*
Hoquiam	11.94	11.48	10.74	10.22
Issaquah		19.16*		20.37*
Lind	6.18	8.91	4.98	2.70
Monroe	6.77*	7.97*	7.97*	9.18*
Mount Vernon	12.45*	12.73*	13.65*	13.94*
Northport		39.48*		40.69*
North Yakima	5.74	6.22	4.54	5.01
Oak Harbor	1.91*	13.71*	3.11*	14.92*
Odessa	18.60*	9.16*	14.81*	10.37*
Olympia	8.26	4.51	7.06	3.21
Pomeroy	3.83	2.82	2.13	1.61
Port Townsend	11.28*	17.27*	12.48*	18.48*
Palouse	7.18*	4.78*	8.38*	5.95*
Pateros		25.91*		28.45*
Pullman	2.86*	1.23*	3.56*	2.44*
Ritzville	2.61	1.07*	1.41	2.28*
Roy		35.73*		36.94*
Seattle	3.06	4.05	1.86	2.84
Sedro Woolley	13.74*	12.33*	14.94*	13.54*
Shelton	4.00*	5.61*	5.20*	6.82*
Snohomish	12.83*	7.40*	14.03*	8.61*
Spokane	1.65	2.70	.45	1.49
Sprague	1.65	3.97*	.45	5.18*
Stanwood	14.85*	18.48*	16.05*	19.69*
Starbuck		3.85*		5.06*
Startup		47.92*		49.13*
Sultan	19.64*	29.96*	20.85*	31.17*
Sumner	22.66*	25.13*	23.85*	26.34*
Tacoma	1.06	.61	.22*	.60*
Vancouver	2.31	.86	1.11	.85*
Waitsburg	2.41*	2.58*	3.61*	3.74*
Walla Walla	7.23	8.01	6.03	6.80
Wilbur	6.50*	3.96*	7.79*	5.19*
Wilson Creek		23.89*		24.60*
Remaining exchanges	17.47*	3.96*	18.67*	5.19*
Total exchanges.....	1.89	2.49	.68	1.28
Toll lines	9.24	8.89	8.05	7.20
Total toll and exchanges.....	3.35	3.67	2.15	2.46

* Indicates loss.

V.

That the basis for the determination of primary rate areas as proposed is reasonable.

VI.

That the toll rates now on file with the Commission under the existing conditions of plant and traffic are not unreasonable or excessive.

VII.

That the schedules of exchange rates on file with the Commission are not unreasonable.

VIII.

That so-called obsolete rates differing from the rates of the regular schedules now on file are in effect in various exchanges throughout the state and are contrary to Sec. 41, Chap. 117, Session Laws 1911.

IX.

That the rules and regulations filed by the respondent company are accepted and approved.

CONCLUSIONS.

From the foregoing the Commission concludes:

First: That the so-called obsolete rates differing from the rates of the regular schedules now on file are unduly discriminatory and in violation of the statute and should be eliminated.

Second: That the complaint herein so far as the same refers to the unreasonableness of the rates and the rules and regulations should be dismissed.

ORDER.

It Is THEREFORE HEREBY ORDERED, That the Pacific Telephone and Telegraph Company be, and it is hereby, directed to eliminate from its rates and schedules all of the so-called obsolete rates, and that the said Telephone and Telegraph Company conform to the regular tariffs and schedules on file with this Commission.

It Is FURTHER ORDERED, That the complaint herein, in so far as it relates to the unreasonableness of the rates of the Pacific Telephone and Telegraph Company, and in so far as it relates to the rules and regulations and practices of said company, which have been superseded by the new rules herein referred to and now on file, be, and the same is hereby, dismissed.

No. 1828.

THE MAYOR, COMMON COUNCIL AND CITIZENS OF CASTLE ROCK, WASHINGTON, *Complainants*, v. NORTHWESTERN LONG DISTANCE TELEPHONE COMPANY, PACIFIC TELEPHONE & TELEGRAPH COMPANY AND CASTLE ROCK HOME TELEPHONE COMPANY, *Respondents*.

Complaint relating to consolidation of telephone exchanges at Castle Rock, Washington.

It appearing to the Commission that the subject-matter of the above entitled proceeding has been satisfied,

IT IS ORDERED, That the above entitled cause be, and same hereby is, dismissed.

No. 1904.

MITCHELL STEVENS, AND TWENTY-FIVE OTHER SUBSCRIBERS OF THE ELLENSBURG TELEPHONE COMPANY, *Complainants*, v. ELLENSBURG TELEPHONE COMPANY, *Respondent*.

Complaint relating to telephone rates.

The matter complained of in the above entitled cause having been adjusted to the satisfaction of both parties thereto in accordance with a stipulation entered into May 20, 1916, a copy of which is hereto attached and made a part hereof.

IT IS THEREFORE ORDERED, That this cause be, and the same hereby is, dismissed.

No. 1967.

F. F. GERARD, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Respondent*.

Complaint relating to installation of telephone.

It appearing to the Commission that since the hearing held in the above entitled cause respondent has installed a telephone for complainant and that the subject matter of the above entitled proceeding has been satisfied,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 1971.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF ISRAEL KATZ, MAYOR OF THE CITY OF PORT TOWNSEND, WASHINGTON, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, A CORPORATION, THE NORTHWESTERN LONG DISTANCE TELEPHONE COMPANY, A CORPORATION, AND THE CITIZENS INDEPENDENT TELEPHONE COMPANY, A CORPORATION, *Respondent*.

Complaint relating to consolidation of telephone exchanges in Port Townsend.

It appearing to the Commission that since the commencement of the above entitled proceeding a consolidation of telephone exchanges at Port Townsend has been effected, and the subject complained of thereby satisfied,

It Is ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 1983.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF J. E. RAINES, *Complainant*, v. M. N. BAXTER, ET AL., DOING BUSINESS AS AN UNINCORPORATED TELEPHONE COMPANY, *Respondents*.

Complaint relating to telephone installation.

The complainant having requested that the above entitled cause be dismissed,

It Is ORDERED, That said cause be, and the same hereby is, dismissed.

No. 1999.

G. L. DAVALL, OSCAR ANDERSON, JEFF STEWART, A. D. ROSS AND L. E. UNGER, *Complainants*, v. THE PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Respondents*.

STATEMENT

The complainants D. L. Davall, *et al.*, complaining of the Pacific Telephone & Telegraph Company, state that they are residents of Whatcom county, Washington, and reside about nine miles northeast of the city of Bellingham; that they are heads of families and are engaged in the business of farming; that they made application to the Pacific Telephone & Telegraph Company for installation of a telephone in each of the farm residences of the complainants, and connection with the telephone system of said company; that the telephone company refused to grant said applications on the ground that the territory within which the complainants live belongs to the Farmers Mutual Telephone Company of Whatcom County, Washington; that the complainants do not desire to be connected with, or become patrons of, the Farmers Mutual Telephone Company, and that each of the complainants can only obtain adequate facilities for telephonic communication, and adequate service, by being connected with the Pacific Telephone & Telegraph Company's system, and that said system is now serving parties whose residences and farms immediately adjoin those of complainants; that such installation can be made without exorbitant expense and the maintenance will be reasonable; that the territory within which the complainants reside, properly belongs to the Pacific Telephone & Telegraph Company and can be better served by said com-

pany than by any other concern; that the refusal to install phones for the complainants, and each of them, as requested, is unjust and unlawful discrimination against the complainants, and each of them; that said company is a public service corporation and that such action is depriving the complainants, and each of them, of their rights and reasonable telephone service in the community where they live. By its answer the respondent seeks to justify its refusal to install the service desired and requested by the complainants, and to the affirmative matter contained in the answer of the respondent the complainants make reply. A hearing of said cause was set for the 12th day of July, 1916, at the hour of 9:30 A. M., at the assembly room of the Chamber of Commerce in the city of Bellingham and due notice of the time and place of said hearing was, in the manner provided by statute, served upon each of the interested parties. On said last mentioned day Chairman E. F. Blaine and Commissioners Arthur A. Lewis and Frank R. Spinning met at the place above mentioned and proceeded to take testimony. The complainants were represented by Romaine and Abrams, their attorney. The respondent was represented by O. B. Rupp, its attorney, and the Farmers Mutual Telephone Company appeared by its president and general manager and asked to be heard and take part in the trial, and to this leave was granted. The testimony taken upon said day was concluded.

OPINION

We are of the opinion that the highest efficiency and greatest economy in telephonic communication, which must have a strong influence upon rates, can only be had by allowing no duplication of agencies, and that a proper division of territory between telephone companies is, upon the whole, beneficial to the patrons and will result in the highest development of telephonic service in this state.

FINDINGS

From the evidence adduced upon said hearing the Commission finds as follows:

I.

That the Pacific Telephone & Telegraph Company, as a lessee of the Sunset Telephone & Telegraph Company, is a licensee of the American Telephone & Telegraph Company for territory including Whatcom county, Washington.

II.

That on the 3rd day of January, 1912, and for a long time prior thereto, the Pacific Telephone & Telegraph Company was engaged in the telephone business in the city of Bellingham and the territory adjacent thereto and had toll lines extending in and out of said city, and ever since said day said company has been operating a telephone system in the city of Bellingham, including long distance toll lines.

III.

That prior to 1912 a company called the Home Company was operating a telephone system in the city of Bellingham and territory adjacent thereto, in competition with the Pacific Telephone & Telegraph Company.

IV.

That outside of the city of Bellingham, but within Whatcom county, for a long time prior to January 3, 1912, and continuously since said date, the Farmers Mutual Telephone Company has been operating a telephonic system.

V.

That prior to the 3rd day of January, 1912, the telephone system of the Home Company was purchased and consolidated with the system of the Pacific Telephone & Telegraph Company.

VI.

That prior to the consolidation mentioned in the last paragraph, under an agreement between the Home Company and the Farmers Mutual Telephone Company of Whatcom County, the Farmers Mutual Telephone Company had free use of the wires of the Home Company into the city of Bellingham, and this arrangement was reciprocal.

VII.

On and prior to the 3rd day of January, 1912, the Pacific Telephone & Telegraph Company was competing with the Farmers Mutual Telephone Company for business in Whatcom county, and on and prior to such date the competition of these companies was such that the revenues of each were inadequate for the maintenance of efficient service.

VIII.

On the 3rd day of January, 1912, in order to overcome the demoralizing competition between the Pacific Telephone and the Farmers Company, an agreement was entered into under which the Pacific Company sold to the Farmers Company all its exchange plants in the towns of Blaine and Deming, Washington, and the Pacific Company agreed to refrain from entering into the exchange business at any point in Whatcom county, except Bellingham, the Farmers Company to be entitled to all local tolls within the county of Whatcom, such business to be routed over the Farmers Company's lines; the Pacific Company to receive all tolls to and from stations outside of Whatcom county to stations within Whatcom county; the Farmers Company to handle the toll terminals of the Pacific Company at all stations within Whatcom county, except Bellingham and, as compensation therefor, to receive a commission of 15 per cent on all tolls collected by the Farmers Company; the Pacific Company to construct, operate and maintain between the city limits of Bellingham and the central office in said town, as many trunk lines as the Farmers Company may require for the purpose of giving service to its subscribers in the various towns within the county of Whatcom, as

compensation therefor the Farmers Company to pay the Pacific Company 3 cents on each call originating on the lines of the Farmers Company going to Bellingham, and 5 cents on each call originating at Bellingham and going over the lines of the Farmers Company. In respect to farmer and suburban subscribers of the Pacific Company then connected with the Bellingham exchange, the Farmers Company agreed to allow the Pacific Company to continue the service; the Pacific Company agreeing not to accept additional subscribers outside of a radius to be determined upon; the Farmers Company agreeing not to accept any subscribers outside of said radius; the term of the connecting agreement to be for a period of five years.

IX.

On the 1st day of July, 1914, a formal connecting agreement was entered into between the Pacific Telephone & Telegraph Company, the Pacific Company, and the Farmers Mutual Telephone Company of Whatcom county, called the Farmers Company. Under this last mentioned agreement is fully set out the relationship between the companies.

X.

Under this last mentioned agreement the Farmers Mutual Telephone Company agreed to develop the telephone business in a territory described as follows:

Commencing at a point on the International boundary line on the easterly shore of Semishmoo Bay; thence due east along said international boundary line to a point directly north of the western corner of range 5 east; thence due south to the south line of section 19, township 39 north, range 5 east; thence due east three (3) miles; thence due south two (2) miles; thence due east nine (9) miles; thence due south to said International boundary line; thence due east to the western boundary line of Okanogan county; thence southeasterly along said county line to the south line of Whatcom county; thence due west to the west line of section 34, township 37 north, range 4 east; thence due north two (2) miles; thence due west two and three-fourths ($2\frac{3}{4}$) miles; thence due north two (2) miles; thence northwest to the northwestern corner of township 38 north, range 4 east; thence due west two (2) miles; thence southwest to the southwest corner of the southwest quarter of the west quarter of section 3, township 38 north, range 3 east; thence due west six and one-half ($6\frac{1}{2}$) miles; thence southwest to the intersection of the south line of section 5, township 38 north, range 2 east, with the Nooksack river; thence southwesterly along said river to Bell Bay; thence due south one (1) mile to Indian Village; thence along the west shore of Bellingham Bay to the south line of Township 34 north, range 1 east; thence due west to the east shore of Lummi Bay; thence northerly along the east shore line of Lummi Bay, Birch Bay, Indian Harbor, and Semishmoo Bay to the point of commencement.

XI.

By this agreement it is further provided that the connection of the lines of the Pacific Company with the lines of the Farmers Company shall be at the first or office pole of the owner of the lines at Blaine, Custer, Deming, Ferndale, Lynden, Nooksack and Sun

at the exchange limits of Bellingham, Washington; and the parties agree to interchange telephone and telegraph business originating on the lines of one and directed to points on the lines of the other, the charge for telephonic and telegraphic communications passing over the lines of both companies, until otherwise fixed by the Public Service Commission of Washington, to be the tolls of the Pacific Company added to the tolls of the Farmers Company, and each party to collect the entire charge for such messages originating upon its own line or lines of connecting companies.

XII.

By this agreement the Pacific Company agreed to give its assistance in engineering and construction work to the Farmers Company at actual cost, and said agreement still continues.

XIII.

The farms and homes of the complainants lie within the territory above described, allotted to the Farmers Company.

XIV.

To install phones in the residences of the complainants and connect them with the telephone system of the Pacific Company will incur an expense approximating \$1,000.

XV.

To install phones in the residences of the complainants and connect them with the Farmers Company will entail an expense of approximately \$500.

XVI.

In the main there is no appreciable difference between the character of service and the effectiveness thereof furnished by either the Farmers Company or the Pacific Company.

XVII.

For some distance one of the lines of the Farmers Company is in proximity with the power line which results, at times in an imperfect telephone service. This difficulty is to be eliminated by the Farmers Company by transposition.

XVIII.

The Farmers Company is a mutual concern. No one party can hold more shares of stock than he has phones. It is operated by the farmers, and subscribers owning their own phones pay a monthly rate of seventy-five cents for ten party line service, and subscribers not owning their own phones, but having all facilities furnished by the company, pay a monthly rate of \$1.25 for ten party line service.

XIX.

The rate of the Pacific Company for ten party line suburban service is \$1.50 per month, the company furnishing all the facilities.

XX.

From the tolls originating from interexchange messages between the Pacific Company and the Farmers Company, the Farmers Company derives a substantial but not an unreasonable income.

XXI.

Without this income the Farmers Company's revenue would be sufficient to operate and maintain its system, and neither company is making money.

XXII.

Under the Farmers system there are installed 1800 phones.

XXIII.

In case the homes of the complainants should be connected up with the Farmers telephone system and one of the complainants desired talk with a person in Bellingham, the toll charge for such a conversation would be 10c.

XXIV.

While this toll charge appears as an element of complaint by testimony of the complainants, it was not insisted upon as the cause of the complainants' demand to be connected with the Pacific Company's system.

XXV.

That the refusal of the Pacific Company to install phones in homes of the complainants is not a discrimination against the complainants, or any of them and that in case their homes are connected up with the Farmers Mutual Telephone system they will have as telephonic communication as is enjoyed by others in their vicinity which is reasonably efficient.

XXVI.

The homes of the complainants are closer to the already established lines of the Farmers Company, by which the complainants can be served, than they are to any established lines of the Pacific Company, and are so far distant from the lines of either company that expense of new poles and the stringing of lead wires is greater than either company would be justified in incurring, and the complainants in order to have their premises connected with either system, must bear a portion of the expense. They are willing to do so to receive connection with the Pacific Company, but do not desire to do so with connection with the Farmers Company.

XXVII.

That since the agreement entered into for a division of the territory between the Pacific Company and the Farmers Company, the service of each company has improved, and several grounded circuits of the Farmers Company have been changed into metallic circuits, resulting in a higher efficiency.

XXVIII.

That the division of the territory between the Pacific Company and the Farmers Company was not the result of any arbitrary exaction of either company. A controlling factor in the division was the development which up to that time had been made by the respective companies in their telephone systems.

XXIX.

That since the division of the territory between these companies, the agreement between them relative to such division has been kept by each of the parties thereto.

ORDER.

WHEREFORE IT IS ORDERED, That the complaint of G. L. Davall, *et al.*, be, and the same hereby is, dismissed.

No. 4120.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ANGELES TELEPHONE AND TELEGRAPH COMPANY, *Respondent*.

Complaint relating to telephone rates in Port Angeles, Washington.

The above entitled cause came on for hearing before The Public Service Commission of Washington, at Port Angeles, Washington, on May 17, 1916, pursuant to verbal waiver of notice by the respondent. Commissioner Frank R. Spinning was present and the Commission was represented by Mr. A. E. Boyles, its telephone engineer. Messrs. Geo. Wilhelm, F. L. Thompson and H. F. Bishop, at whose request the above entitled proceeding was instituted by the Commission, appeared in person. After a conference between the Commission, the respondent and the individuals mentioned and consideration of income and operating expenses of respondent as shown by statement prepared by the Commission's engineering department, after examination of respondent's books, said Geo. Wilhelm, F. L. Thompson and H. F. Bishop announced to the Commission that they desired to withdraw their complaint.

WHEREFORE IT IS ORDERED, That the above entitled action be, and is hereby dismissed.

No. 4220.

JOHN W. HANNA ET AL., *Complainants*, v. FARMERS INDEPENDENT TELEPHONE COMPANY, A CORPORATION, *Respondent*.

This cause came on for hearing at Olympia, Washington, on the 26th day of October, 1916, before Chairman E. F. Blaine and Commissioners Arthur A. Lewis and Frank R. Spinning; the complainant was represented by John W. Hanna, attorney; the defendant was represented by R. C. Brennescholtz, its general manager and by Arthur

McGuire, its attorney, at which time evidence was submitted by the respective parties, and after argument of counsel thereon, the hearing was concluded. The Commission being fully advised in the premises, does now make the following

FINDINGS OF FACT

1.

That the above named defendant is a corporation, duly incorporated under the laws of the state of Washington and has its principal place of business at Waterville, Washington, and is engaged in owning and operating telephone lines in Douglas county, Washington, and maintains central offices in the towns of Waterville and Mansfield, Washington.

2.

That the plaintiffs, more than thirty in number, are patrons of the defendant company.

3.

That the town of Waterville, Washington, is a municipal corporation of the fourth class, having a population of over twelve hundred people, and has numerous business houses located therein, and that the town of Mansfield is a municipal corporation of the fourth class having a population of one thousand people and having numerous business houses therein; that the town of Withrow, Washington, is an unincorporated town, having a population of three hundred people and numerous business houses located therein.

4.

That the above named defendant corporation, is the only telephone company owning or operating telephone lines in either or any of said towns, and has full control of the telephone service in said towns.

5.

That the above named corporation, defendant, has refused, and continues to refuse, to build or operate a direct telephone line between the towns of Mansfield, Withrow and Waterville, Washington, altho oft requested so to do by the patrons of said defendant, residing in all of said towns.

6.

That in order for the patrons of said defendant residing in Mansfield, Washington, to have telephone conversation with persons residing in Withrow, Waterville, or any point located west of Waterville, it is necessary that such communication be had through and by way of Coulee City, Washington, and that by reason thereof, unnecessary delay and expense in the transmission of messages is caused.

7.

That in order for persons residing at Withrow or Waterville, to have telephone conversation with anyone residing at Mansfield, it is necessary that such conversation be had by way of Coulee City, Wash-

ington, and that by reason thereof, unnecessary delay and expense is caused in the transmission of such messages.

8.

That the telephone office at Coulee City, Washington, is only open from 7 A. M. until 9 P. M. of each week day, and is not open at all on Sunday, and that by reason thereof, people residing in the towns of Withrow, Waterville or Mansfield, are prevented from having telephone communication between the hours of 9 P. M. and 7 A. M. of each week day, and prevented from having telephone communication at all on Sunday.

9.

That the rate charged for communications by telephone between Mansfield and Waterville, by the above named corporation, defendant, is fifty cents for the first minute and ten cents for each additional minute, and that the same is unreasonable and oppressive.

10.

That the town of Mansfield, is located about thirty-five miles northeast of the town of Waterville, Washington, and that the town of Withrow is on nearly a direct line between the said towns, and that no cause or good reason exists, why a direct telephone line could not be erected, maintained and operated between said towns, and that the business welfare and convenience of the patrons of the defendant corporation, residing in said towns as well as the public convenience, requires that such line be built, operated and maintained by the defendant.

11.

That in open session before the Commission, the following stipulation between the complainants, by their attorney John W. Hanna, the defendant Farmers Independent Telephone Company by R. C. Brennescholtz, its manager and Arthur McGuire, its attorney, and C. E. Hickman, representing the Pacific Telephone & Telegraph Company, which company at the request of the Commission, appeared before the Commission, was entered into, to-wit:

"The defendant company shall build before the 1st day of June, 1917, between Mansfield and Waterville, a metallic circuit No. 12 iron wire; and before the 25th of October, 1917, a line of the same character from Mansfield to Coulee City;

"That after the completion of the line from Mansfield to Waterville, messages originating at Mansfield, for points west of Waterville, shall be delivered to the Pacific Company at Waterville, and for points east of Mansfield shall be delivered to the Pacific Company at Coulee City, by way of the toll line from Mansfield to Coulee City;

"*Provided*, That when the Coulee City exchange is not open to take messages for delivery to the Pacific Company for the east, then in that event the messages shall be routed by way of Waterville, to connect with the Pacific Company, and in that event the rate shall be the same

on the part of the Pacific Company as they now exist, and on the part of the Waterville Company the rate now existing between Mansfield and Coulee City, which is twenty-five cents, and all business originating in Waterville exchange shall be forwarded by way of Pacific States Telephone & Telegraph Company at Waterville east and west, except to Mansfield and on the local line; and it is further understood that the charge between Mansfield and Waterville shall be twenty-five cents for the first minute and ten cents for each additional minute; and that when completed the metallic line from Coulee City to Mansfield shall bear the rate of twenty-five cents the first minute and ten cents for each additional minute."

WHEREFORE, IT IS BY THE COMMISSION ORDERED:

That the defendant company shall build before the 1st day of June, 1917, between Mansfield and Waterville, a metallic circuit No. 12 iron wire; and before the 25th day of October, 1917, a line of the same character from Mansfield to Coulee City.

That after the completion of the line from Mansfield to Waterville, messages originating at Mansfield, for points west of Waterville, shall be delivered to the Pacific Company at Waterville, and for points east of Mansfield shall be delivered to the Pacific Company at Coulee City, by way of the toll line from Mansfield to Coulee City;

Provided, That when the Coulee City exchange is not open to take messages for delivery to the Pacific Company for the east, then in that event the messages shall be routed by way of Waterville, to connect with the Pacific Company, and in that event the rates shall be the same on the part of the Pacific Company as they now exist, and on the part of the Waterville Company, the rate now existing between Mansfield and Coulee City, which is twenty-five cents, and all business originating in Waterville exchange shall be forwarded by way of the Pacific States Telephone & Telegraph Company at Waterville, east and west, except to Mansfield and on the local line; and it is further understood that the charge between Mansfield and Waterville shall be twenty-five cents for the first minute and ten cents for each additional minute; and that when completed, the metallic line from Coulee City to Mansfield shall bear the rate of twenty-five cents for the first minute and ten cents for each additional minute.

No. 4239.

IN THE MATTER OF THE APPLICATION OF THE PACIFIC TELEPHONE & TELEGRAPH COMPANY FOR PERMISSION TO ESTABLISH A TELEPHONE CROSSING SPAN 161 FEET IN LENGTH, EXTENDING OVER AND ACROSS THE NORTHERN PACIFIC RAILWAY COMPANY'S MAIN LINE AND TWO SIDE TRACKS, WHERE SUCH MAIN LINE AND SIDE TRACKS INTERSECT SIXTH STREET IN COULEE CITY, WASHINGTON.

The Pacific Telephone & Telegraph Company having applied to the commission for permission to exceed the maximum length of crossing

span required by subdivision 5 of Rule 36 of an act relating to electrical construction and maintenance and use of electrical wires, apparatus and appliances, being Chapter 130 of the Session Laws of 1913, as amended, altered, changed and supplemented by order of the Public Service Commission of Washington, dated October 14, 1914, entered in Cause No. 1591, by constructing and maintaining a crossing span 161 feet in length, extending over and across the Northern Pacific Railway Company's main track and two side tracks at Sixth Street in Coulee City, Washington, and it appearing to the commission that it is impossible to set an additional pole in such span without providing insufficient clearance between such additional pole and side tracks, etc., and the commission being of the opinion that permission to establish such crossing span should be granted,

It Is ORDERED That permission to establish said telephone crossing span, 161 feet in length at the point hereinbefore described be, and the same hereby is, granted.

No. 4064.

WILLIAM B. FARRER ET AL., *Complainant*, v. ELMA TELEPHONE COMPANY,
Respondent.

ORDER CLOSING PROCEEDING.

No formal complaint having been filed in this proceeding and investigation having disclosed facts showing that the Commission would not be justified in proceeding on its own motion,

It Is ORDERED, That the above entitled proceeding be, and the same hereby is, closed.

DISPOSITION OF CASES AFFECTING DOCKS AND WHARVES.

No. 1964.

E. T. HARRIS AND W. S. HARRIS, CO-PARTNERS DOING BUSINESS UNDER THE NAME AND STYLE OF E. T. HARRIS & SON, *Complainants*, v. MARTIN HEFFNER, *Respondent*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at Bremerton, Washington, on September 17, 1915, before Chairman C. A. Reynolds and Commissioner Frank R. Spinning, complainants being represented by Mr. Vince Faben, their attorney, and respondent being represented by Messrs. Garland & MacLane, his attorneys. Witnesses were sworn and examined and hearings concluded. The Commission having considered the evidence, and, being fully advised in the premises, makes the following:

FINDINGS OF FACT.

I.

At all the times herein mentioned complainants E. T. Harris and W. S. Harris were, and still are, co-partners doing business under the firm name and style of E. T. Harris & Son, and engaged as common carriers in conducting a general launch and passenger business on Port Orchard Bay, in Kitsap County, Washington, and particularly between the cities of Bremerton and Port Orchard.

II.

Respondent Martin Heffner was at all the times herein mentioned, and now is, a resident of Kitsap County, Washington, and engaged as a common carrier in conducting a general launch and passenger business on said Port Orchard Bay, and in competition with complainants in such business.

III.

The city of Bremerton, a municipal corporation, in the month of January, 1914, completed the construction of a municipal dock and wharf and in February, 1914, commenced operation thereof. Such dock and wharf, with the floats hereinafter described, are located at the foot of Front Street in Bremerton, Washington. In constructing said wharf, dock and floats the city of Bremerton extended Front Street by constructing a wooden trestle approximately the full width of the street, extending from the upland into Port Orchard Bay, such bay being a part of Puget Sound in the State of Washington. At the end of the wooden trestle mentioned a wharf was constructed consisting of piling with caps and planking, and upon such wharf an office and warehouse

building was erected. Front Street runs practically north and south, the wharf being constructed at the southern end thereof. Near the eastern end of the wharf two floats were constructed, each connected with the end of said wharf by suitable gangways, with steps for the purpose of providing access to the floats from the wharf in various stages of the tide. The northerly float referred to is devoted to the use of the United States Government for dockage of ship tenders and small boats in the employ of the Government. The city of Bremerton also constructed two floats larger than the floats first described, which were placed end to end and attached to each other, and located with a clearance of about sixteen feet between the north side of the wharf and the south side of the floats. The inshore float was connected with the wooden trestle (which forms the extension of Front Street and connects with the wharf), by a suitable gangway, with steps attached to provide access to such floats from said Front Street extension in various stages of the tide. During nearly all stages of the tide these two floats are accessible by water craft and suitable for dockage purposes on either side thereof. In extremely low tide it is impracticable to dock boats on the northerly side of these floats.

IV.

The lease executed by the city of Bremerton to respondent was dated July 31, 1915, and, among other things, provided that the floats described were leased to respondent for the term of one year from the 1st day of August, 1915, to the 1st day of August, 1916, at the monthly rental or sum of \$70.00; that the lessee shall, at his own cost and expense, keep the floats and approaches thereto in good state of repair during the term of the lease and keep the space between the two floats connected end to end properly safeguarded in such a manner that no person or persons can fall therein or be injured or damaged thereby, and that respondent shall comply with all the laws of the state of Washington and all the ordinances of the city of Bremerton and with the rules and regulations of the Public Service Commission of the state of Washington so far as they shall lawfully apply to the management and control of the premises described and of the business transacted therein or conducted therewith.

V.

At all times during the period when said floats were operated by the city of Bremerton complainants' launches were permitted to dock at either of the two floats which were connected end to end, and the same privilege was extended to respondent's launches, and such floats were used by complainants and respondent during such period without material inconvenience or interference. Respondent assumed control of the floats described about August 1, 1915, and has at all times since assuming control thereof operated and managed said floats for landing steamboats, vessels and other water craft for the purpose of receiving and discharging freight and passengers for the public for hire, and by reason thereof respondent was, and is, engaged in the business of

wharfinger and subject to the provisions of Chapter 117 of the Laws of Washington, 1911, known as the Public Service Commission Law.

VI.

Immediately after assuming control and management of said floats under said lease respondent directed and required complainants to desist from landing their launches, or either of them, at the two floats which are connected end to end, or either of them, and directed and required complainants to land their launches at the smaller float, located immediately east of the north end of said wharf, and persisted therein until August 4, 1915, at which time a temporary restraining order was issued by the Superior Court of the State of Washington for the County of Kitsap, enjoining and restraining respondent from preventing or in any manner interfering with complainants in landing their launches at the two floats connected end to end and connected with Front Street a short distance north of said wharf.

VII.

At Bremerton is located United States Navy Yards and other attractions, and a considerable number of tourists travel from Seattle and other nearby places to Bremerton for the purpose of visiting such Navy Yard and other attractions. Steamboats carrying such tourist travel land at the wharf mentioned and on the southerly side thereof, and passengers discharged from such boats by reason of the physical conditions existing, and the location of structures on said wharf, naturally proceed directly from incoming boats landing at the wharf to Front Street and passing the gangway leading from Front Street to the two floats connected end to end, but not passing in near proximity to the single float operated and managed by respondent, located immediately east of said wharf. During low tide the single float located east of the wharf, which float rises and falls with the tide, is lower than the wharf, and launches docked thereat are inconspicuous and not suitably located for the purpose of participating in the business of transporting such tourists from Bremerton to various points of interest on Port Orchard Bay. By reason of the positions of the floats referred to, the wharf and structures maintained thereon and Front Street and other physical conditions existing at and in the vicinity of such floats, launches landing at the two floats, which are connected end to end which have a gang plank leading directly from Front Street to them, are advantageously situated for the purpose of participating in such business of transporting tourists to points of interest on Port Orchard Bay. Advantageous location for launches engaged in this business carries with it great importance to the operator of such launches, for the reason that practically all of the transit business obtained by such launches consists of the transportation of tourists who are strangers in the vicinity, and therefore uninformed concerning the various available launches.

VIII.

That it is practicable to land complainants' launches as well as respondent's launches at said double float, which is connected directly with Front Street, under proper and reasonable rules and regulations, without material interference or inconvenience to respondent in the management and operation of his launches, or to respondent in the management and operation of said floats, and without material inconvenience to complainants in the management and operation of their launches.

IX.

That respondent's action in requiring complainants to land their launches at the single float located at the east end of the wharf, and in excluding complainants from landing their launches at the double float located north of the wharf and connected directly with Front Street, while permitting respondent to land his launches at the double float, makes and grants to respondent undue and unreasonable preference and advantage, and subjects complainants to undue and unreasonable prejudice and disadvantage.

X.

During the time that the city of Bremerton operated said floats complainants were charged for the privilege of landing at such floats at the rate of \$10.00 per month per launch. Immediately after respondent assumed control and management of said floats under said lease respondent filed his tariff Number One with the Commission, naming rates for wharfage and rates for landing launches, the rates for landing launches being as follows:

Launches landing more than three times per day \$20.00 per month.
Launches landing less than three times per day \$10.00 per month.
Towboats used for towing only, \$5.00 per month.
Landing special launches whenever desired, \$20.00 per month.
Landing special launches, under ten passengers, 50 cents each.
Landing special launches, over ten passengers, \$1.00 each.
Excursion or picnic landings, \$1.00 each.

XI.

Complainants challenge the rates for landing launches, and allege that such rates are excessively high, unreasonable, prohibitive, and will give respondent an unfair advantage over his competitors in conducting the launch business from such floats. There are five launches making landings at said float, two of which are operated by respondent, and two are operated by complainants. Respondent is required under said lease to pay the city of Bremerton a rental of \$70.00 per month for the three floats referred to, and is required to keep such floats and the approaches thereto in a good state of repair during the term of the lease, that is one year from August 1, 1915. Respondent has practically no capital invested in said floats, and is not required to bear the burden of depreciation. The floats were constructed new about nineteen months prior to the time respondent assumed control thereof. The cost of

maintenance during the year following the date upon which respondent assumed control of the floats is almost negligible. Although respondent testified in a general way that the maintenance of the floats would cost him \$15.00 per month, he did not show that he had paid out anything for maintenance since assuming control of the floats, and did not attempt to show any particular items of repair made in the past, or which would be required in the future. It appears from respondent's testimony that he is about to erect a building on the double float for office and storage purposes, and to provide sleeping quarters for one of his employees. The use of a building on the floats for office purposes in connection with the business of managing and operating his launches is of considerable value. The Commission has not found rates for dockage of launches charged by any other wharf or dock on Puget Sound, or at any other point within the Commission's jurisdiction, which are as high or nearly as high as the rates named in respondent's tariff. There is no occasion for employing an attendant for such floats in so far as the business of landing launches is concerned, an attendant being necessary, if at all, only for purposes in connection with wharfage of freight. The rates charged by the city of Bremerton during the nineteen months in which the city operated said floats are not unusually low. On the contrary, such rates are as high as is charged by any other dock or wharf in the state for landing or dockage of launches. The rates named in respondent's tariff for landing of launches are unjust, unfair, unreasonable and excessive, and more than the patrons can reasonably afford to pay; that a rate of \$10.00 per month for regular landing of launches is a just, fair, reasonable and sufficient rate; for landing special launches of under ten passengers a rate of 25 cents for each landing, and for landing special launches of over 10 passengers a rate of 50 cents for each landing, are just, fair, reasonable and sufficient rates.

No. 1964.

E. T. HARRIS AND W. S. HARRIS, CO-PARTNERS DOING BUSINESS UNDER THE NAME AND STYLE OF E. T. HARRIS & SON, *Complainants*, v. MARTIN HEFFNER, *Respondent*.

ORDER.

The Commission having made and entered findings of fact in the above entitled proceeding, from which findings of fact it appears that the launch operated by complainants is engaged in carrying passengers only and the Commission being of the opinion that the Public Service Commission law of Washington does not authorize the Commission to regulate the service or rates of docks or wharves in connection with the landing of launches operated for the transportation of persons exclusively, submitted such question to the Attorney General of Washington, the legal advisor of the Commission, and the Attorney General advised the Commission as follows:

"You have asked us to advise you whether or not the Public Service Commission has jurisdiction over docks or wharves used for the docking of launches which carry passengers only, and whether or not the Commission has authority to regulate the rates for dockage of vessels which carry passengers only.

"The term 'dock' or 'wharf,' when used in this act, includes any and all structures at which any steamboat, vessel or other water craft lands for the purpose of receiving or discharging freight from or for the public, together with any building or warehouse used for storing such freight for the public for hire." (Section 8, chapter 117, Laws 1911.)

"The term 'wharfinger' or 'warehouseman,' when used in this act, includes every corporation, company, association, joint stock association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever, operating or managing any dock, wharf or structure where steamboats, vessels or other water craft land for the purpose of discharging freight for the public, and where such freight is received on such dock, wharf or structure for the public for hire within this state." (Section 8, chapter 117, Laws 1911.)

It will be observed that these definitions include only structures at which steamboats or water craft land for the purpose of receiving or discharging *freight*.

Article V, chapter 117, laws of 1911, being the article relative to wharfinger and warehousemen, refers only to the handling of property.

You are therefore advised that the Public Service Commission is not authorized to regulate the charges made by docks for launches which carry passengers only, and that the Commission does not have jurisdiction over docks and wharves used exclusively by boats handling passengers only."

THEREFORE, It appearing that the Commission is without jurisdiction to require respondent to desist from the discriminatory practices described in the Commission's findings, or to regulate the rates charged by respondent for landing of passenger launches;

It Is ORDERED, That the above entitled proceeding be and the same hereby is dismissed.

ORDERS WAIVING STATUTORY NOTICE.

The following orders were entered by the Commisison on petition of the utilities, permitting new tariffs to become effective immediately, instead of effective after thirty days' notice.

No. 2527.

Maple Falls Telephone Company. To publish rates for telegraph service in addition to telephone rates.

No. 2528.

Lummi Navigation Company. To publish winter schedule of passenger fares, Bellingham to Village Point, Lummi Island and way landings.

No. 2531.

Puget Sound Electric Railway. To publish reduction in passenger fares between Tacoma and stations on the Puyallup line, Ardena, Firwood, Cedarhurst, Berryton, Puyallup and Meeker.

No. 2532.

Pacific Northwest Traction Company. To publish additional freight rates; also absorption of switching charges of Northern Pacific and Great Northern Railway Companies on freight Seattle to Ballard, on carload freight, Ballard to Everett.

No. 2537.

Cancelled.

No. 2542.

Denied.

No. 2549.

Frank Waterhouse & Company. Reduction in rate on box shooks, Anacortes to Seattle or Tacoma.

No. 2553.

Puget Sound Navigation Company. Reduction in passenger rates, Seattle to San Juan Island points.

No. 2554.

Puget Sound Navigation Company. Reduction in passenger fare on steamer "Sioux" between Seattle and Port Townsend.

No. 2555.

Pacific Telephone & Telegraph Company. To publish toll rates on newly constructed line between Edmonds and Seattle giving direct toll connection to Richmond Beach and eliminating "other line" charge.

No. 2564.

Inter-Island Navigation Company. Reduction in freight and passenger rates to meet competition of Kingston Transportation Company.

No. 2565.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel Sedro Woolley to Norlum.

No. 2566.

Seattle Lighting Company. To publish tariff giving additional time for securing discount.

No. 2567.

Northern Pacific Railway Company. Reduction in rate on ore, carloads, Seattle to Dennys.

No. 2568.

Chicago, Milwaukee & St. Paul Railway Company. To publish switching rate on logs between track connections of White River Lumber Company and loading dock at Enumclaw.

No. 2569.

Olympia Light & Power Company. Reduction in residence lighting rates.

No. 2570.

Great Northern Railway Company. Reduction in rate on logs, Springdale to Deer Park.

No. 2571.

Northern Pacific Railway Company. Reduction in rate on common clay, Chehalis to Aberdeen, Hoquiam, Cosmopolis and South Aberdeen.

No. 2572.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on clay, carloads, Chehalis to Hoquiam.

No. 2573.

Northern Pacific Railway Company. Reduction in rate on locomotives and machinery between Sedro Woolley and Whitemarsh.

No. 2574.

Dalles-Columbia Line. To publish change in zone of certain stations in order to absorb cartage at Wallula.

No. 2575.

Independent Electric Company. Reduction in power rates at Castle Rock, Winlock, Vader, Napavine, Woodland and Toledo.

No. 2576.

Washington Western Railway Company. Reduction in rate on lumber other than cedar from Harnett to Woodruff.

No. 2577.

Great Northern Railway Company. Reduction in rate on cement, Concrete to Olympia; and on forest products Olympia via Oregon-Washington Railroad & Navigation Company and Great Northern Railway Company.

No. 2578.

Ridgefield Light & Power Company. Reduction in lighting rates.

No. 2579.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on alder lumber, Morton to Tacoma.

No. 2580.

Chicago, Milwaukee, & St. Paul Railway Company. Switching rate between Larson and Bellingham.

No. 2581.

Northern Pacific Railway Company. Switching charge at Spokane from Grote-Rankin Warehouse (Bernard street) to Powell-Sanders Warehouse (Wall street).

No. 2582.

Northern Pacific Railway Company. Reduction in rate on common clay, carloads, from clay bed at Big Six to brick plant at Big Six.

No. 2583.

Northern Pacific Railway Company. Reduction in rate on common clay, carloads, Big Six to Seattle and Auburn.

No. 2584.

Northern Pacific Railway Company. Reduction in rate on common clay, carloads, Seattle to Auburn and Tacoma.

No. 2585.

Northern Pacific Railway Company. Reduction in rate on logs, Kerriston to Tacoma and Seattle.

No. 2586.

Seattle, Renton & Southern Railway Company. Reduction in rate on sand and gravel and coal from points on said line to a point south of Buffalo Station.

No. 2587.

Chicago, Milwaukee & St. Paul Railway Company. To publish correction of minimum weight issued in error.

No. 2588.

Northern Pacific Railway Company. Reduction in rate on hard wood, rough, carloads, Sumas to Tacoma.

No. 2589.

Olympia Light & Power Company. To publish new tariff correcting typographical error, but not changing rates in effect.

No. 2590.

Maple Falls Telephone Company. To publish rules and regulations regarding deposits.

No. 2591.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on fuel oil in tank cars, Seattle to Bayside and Port Angeles.

No. 2592.

Tacoma Gas Company. Reduction in rate on basis of quantity used.

No. 2593.

Washington Western Railway Company. Reduction in rate on scrap iron, old machinery, old rails, etc.

No. 2594.

Great Northern Railway Company. Reduction in rate on saw logs, Index to Everett.

No. 2595.

Great Northern Railway Company. Reduction in rate on saw logs, from spur one mile west of Sedro Woolley to Sedro Woolley.

No. 2596.

Great Northern Railway Company. Reduction in rate on saw logs Bacus to Snohomish.

No. 2597.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on high explosives, powder, etc., carloads, Seattle to Earles.

No. 2598.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on fish oil and whale oil, Port Townsend and Port Angeles to Seattle.

No. 2599.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on logs and piling, Stillwater to Everett.

No. 2600.

Northern Pacific Railway Company. Reduction in rate on moulding sand, Hoquiam to Seattle.

No. 2601.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on sand, carloads, Hoquiam to Seattle.

No. 2602.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on moulding sand, Aberdeen and Hoquiam to Seattle.

No. 2603.

Chicago, Milwaukee & St. Paul Railway Company. To publish absorption of switching charges of the Milwaukee Terminal Railway Company by the Tacoma Eastern Railroad at Tacoma on all carload traffic originating on Tacoma Eastern Railroad for delivery on Commerce street tracks of Milwaukee Terminal Railway.

No. 2604.

Puget Sound Traction, Light & Power Company. To publish optional lighting rates for hotels.

No. 2605.

Washington Water Power Company. Reduction in metered service and water heating rate in Colfax, Elberton and Belmont.

No. 2606.

Northern Pacific Railway Company. Reduction in rate on wood pulp, Zahler to Everett.

No. 2607.

Northern Pacific Railway Company. To publish change in coal tariff by including Ballard, Fremont, Interbay, Seattle, Terry Avenue, and University.

No. 2608.

Northern Pacific Railway Company. Reduction in rate on logs, carloads, Juno and Blagen to McCleary.

No. 2609.

Northern Pacific Railway Company. Reduction in rate on saw logs, Morgood to Bellingham.

No. 2610.

Arlington Dock Company. To publish dockage rate on hemp.

No. 2611.

A. G. Rouse. Rates for emergency service between Ballard and Seattle on vessels "Glenn," "Belle," "Mary Frances," "May B 2" and "Diamond B."

No. 2612.

Northern Pacific Railway Company. Reduction in rate on pig iron, carloads, South Tacoma to Everett.

No. 2613.

Tacoma Gas Company. Reduction in rates on gas in Pierce county, Washington.

No. 2614.

Tacoma Eastern Railroad Company. To publish reduction in rate on logs from all stations on said line to Tacoma.

No. 2615.

Great Northern Railway Company. To publish reduction in rate on sand and gravel, Fort Wright to Hillyard.

No. 2616.

Great Northern Railway Company. To publish reduction in rates on poultry food and stock food from Everett and Bellingham to become effective on same date as from other distributing points.

No. 2617.

Oregon-Washington Railroad & Navigation Company. To publish reduction in class rates between Olympia and stations on lines of said company in Washington.

No. 2618.

Northern Pacific Railway Company. To publish reduction in class rates between Olympia and Chehalis and Centralia.

No. 2619.

Northern Pacific Railway Company. Reduction in rate on logs from Bunker and Littell to Hoquiam.

No. 2620.

Northern Pacific Railway Company. To publish reduction in rate on calf meal and poultry food to become effective from Everett and Bellingham on the same date as from other distributive centers.

No. 2621.

Idaho & Montana Power Company. To publish reduction in cooking rate, also add rate for tank water heating.

No. 2622.

Willapa Electric Company. To publish reduction in rates for residence and commercial lighting; also for temporary or non-contract service.

No. 2623.

Northern Pacific Railway Company. To publish reduction in rate on rails, iron or steel, and fastenings, carload, Satsop to Juno.

No. 2624.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on sand and gravel from Drummond Spur to points on Green Lake line, Seattle.

No. 2625.

Oregon-Washington Railroad & Navigation Company. To publish correction in rate applying on logs other than hardwood as issued in previous tariff.

No. 2626.

Thurston County Railway Company. To publish restoration of rates published in tariff No. 1, same being a reduction.

No. 2627.

Northern Pacific Railway Company. To publish reduction in rates on liquid fruit spray in tank cars from North Yakima to points in Washington east of Teanaway, Washington.

No. 2628.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in switching rate on lumber, timbers, shingles, slabwood and millwood from Bloedell-Donovan Lumber Company plant at Larson and Bellingham Bay plant and industries, team tracks and connections within yard limits of the Bellingham Bay & Northern Railway.

No. 2629.

Pacific Northwest Traction Company. To publish reduction in rates on lumber and timbers to apply as proportional switching charge on shipments destined to points on the Great Northern Railway, Leavenworth and west thereof.

No. 2630.

Northern Pacific Railway Company. To publish switching rate on carload freight from point of connection with the Chicago, Milwaukee & St. Paul Railway at Tacoma to warehouse of Balfour-Guthrie & Company or Kerr-Gifford & Company.

No. 2631.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on petroleum and its products from Seattle and Tacoma to Hanford.

No. 2632.

Great Northern Railway Company. To publish emergency switching rate on grain, carloads, from Wenatchee Milling Company warehouse to Wenatchee Mill, on account of settling of warehouse.

No. 2633.

Pacific Northwest Traction Company. To publish reduction in rate on logs, carloads, M. & R. Siding to Steam Road transfer at Lowell.

No. 2634.

Northern Pacific Railway Company. To publish reduction in rate on butter, butterine and oleomargerine, carloads, Kalama to Tacoma.

No. 2635.

Puget Sound & Willapa Harbor Railway Company. To publish tariff establishing distance rates on logs between stations on said company's line.

No. 2636.

Great Northern Railway Company. To publish reduction in rates on butter, butterine and oleomargarine, Kalama to Seattle and Tacoma.

No. 2637.

Puget Sound Electric Railway. To publish reduction in express rate on moving picture films in fire proof boxes between Seattle and Tacoma.

No. 2638.

Chicago, Milwaukee & St. Paul Railway Company. To publish switching rate between connection with the Pacific Northwest Traction Company and industries located within the yard limits of Chicago, Milwaukee & St. Paul Railway Company, Everett.

No. 2639.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on shingle bolts, carloads, Clear Cedar Shingle Company's spur (near Independence) to Helsing Junction.

No. 2640.

Northern Pacific Railway. To publish reduction in rates on lumber between Tacoma, Wash., and Sixth Avenue, Wash.

No. 2641.

Puget Sound & Willapa Harbor Railway Company. To publish new minima on logs.

No. 2642.

Oregon-Washington Railroad & Navigation Company. To publish new tariff reinstating old rules *re* demurrage charges.

No. 2643.

Northern Pacific Railway Company. To publish rate on new spur to Darrington.

No. 2644.

North Coast Power Company. To publish reduction in passenger fares, and express weights and rates between all stations on said company's line designated as the Twin City Division.

No. 2645.

Northern Pacific Railway Company. To publish an increased demurrage charge to be collected after expiration of free time allowed for unloading, to secure more prompt release of equipment.

No. 2646.

Great Northern Railway Company. To publish certain demurrage rules as effective on Washington state traffic.

No. 2647.

Chicago, Milwaukee & St. Paul Railway Company. To publish certain increases in demurrage charges on account of car shortage.

No. 2648.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, Irvin to Ritzville.

No. 2649.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, Marshall to Palouse.

No. 2650.

Northern Pacific Railway Company. To publish switching rate on carload freight from point of connection with Chicago, Milwaukee & St. Paul Railway at Tacoma to warehouse of Northern Grain & Warehouse Company at Tacoma.

No. 2651.

Seattle, Port Angeles & Western Railway Company. To publish switching rate on traffic, carloads, when loaded on equipment of Little River Logging Company, between all points within yard limits at Port Angeles or Bayside, and connection with Little River Logging Company tracks; also rate on locomotives on own wheels not under steam.

No. 2652.

Northern Pacific Railway Company. To publish reduction in rate on green fruit Grandview and Prosser to Puyallup, Sumner and Olympia; also empty lug boxes from latter points and Seattle to Grandview and Prosser.

No. 2653.

Spokane International Railway Company. To publish reduction in rate on brick, carloads, Spokane to Millwood.

No. 2654.

Pacific Northwest Traction Company. To publish reduction in rates on cement, Steam Road Transfer at Lowell to Beverley Park, Silver Lake and Martha Lake.

No. 2654½.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on logs, Tanwax Junction to Gregory.

No. 2655.

Tacoma Railway & Power Company. To publish reduction in rate on brick, carloads, Puyallup Avenue Yards to points on K street line, Tacoma.

No. 2656.

Puget Sound Electric Railway. To publish reduction in rate on sewer pipe, carloads, Tacoma to Martha Lake and Silver Lake.

No. 2657.

Olympia Gas Company. To publish a uniform reduction in rates.

No. 2658.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs, Winlock to Tono.

No. 2659.

Great Northern Railway Company. To publish reduction in rate on logs, Concrete to Anacortes.

No. 2660.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on sand and gravel, Drummonds Spur to end of South Park line.

No. 2661.

Pacific Northwest Traction Company. To publish reduction in rate on oil, carloads, Bellingham to Mt. Vernon.

No. 2662.

Kingston Transportation Company. To publish tariff naming freight rates between Seattle and Bremerton, Charleston or Port Orchard.

No. 2663.

Kingston Transportation Company. To publish passenger rates between Seattle and Bremerton, Charleston or Port Orchard identical with those in force by the Navy Yard Route.

No. 2664.

Northern Pacific Railway Company. To publish switching rate on lumber from points within yard limits of Spokane of said company to White Pine Sash Company's plant at Spokane.

No. 2665.

Arlington Dock Company. To publish reduction in rate on heavy weights, crated or otherwise, single or double decked in box cars received from rail lines under through billing.

No. 2666.

Granite Falls Electric Company. To publish reduction in resident rates.

No. 2667.

Northern Pacific Railway Company. To publish reduction in rate on logs, carloads, Delvan to Bellingham.

No. 2668.

Northern Pacific Railway Company. To publish reduction in rate on ore, carloads, Denny to Tacoma.

No. 2669.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, Wallula to Walla Walla.

No. 2670.

Pacific Northwest Traction Company (Northern Division). To publish a reduction in chartered car rate.

No. 2671.

Northern Pacific Railway Company. To publish reduced switching rate on carload freight to effect storage of export freight and so secure release of equipment.

No. 2672.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on vinegar, in tank cars, carloads, Sumner to Spokane.

No. 2673.

Kingston Transportation Company. To publish new passenger rates covering Seattle to Washington Veterans' Home and Manette (from Bremerton via steamer "Swan.")

No. 2674.

Northern Pacific Railway Company. To publish milling in transit rate reduction on grain originating in eastern Washington destined to Enumclaw, Palmer Junction and Kanasket, when milled at Tacoma or Seattle.

No. 2675.

Oregon-Washington Railroad & Navigation Co. To publish rate on gravel, carloads, Gravel Pit (Chehalis Co.) to Primo.

No. 2676.

Northern Pacific Railway Company. To publish reduction in rate on green fruit (other than apples) in bulk, in sacks or orchard boxes, from Grandview and Prosser to Seattle and Tacoma.

No. 2677.

Northern Pacific Railway Company. To publish reduction in rate on vinegar, in tank cars, Sumner to Spokane.

No. 2678.

Northern Pacific Railway Company. To publish reduction in rate on cider, carloads, North Yakima to Aberdeen and Hoquiam.

No. 2679.

Northern Pacific Railway Company. To publish supplement No. 3-A of tariff 91-C to expedite movement of shingle bolts from Bryant, Washington.

No. 2680.

Northern Pacific Railway Company. To publish reduction in rate on second hand rails, Buckley to Puyallup River, Washington.

No. 2681.

Northern Pacific Railway Company. To publish reduction in rate for camp outfit moving from Hazel to Oso, Washington.

No. 2682.

Northern Pacific Railway Company. To publish reduction in rate on logs moving to Elk, Wash., from various specified stations.

No. 2683.

Northern Pacific Railway Company. To publish reduction in rate on lumber, carloads, Davenport to various specified stations.

No. 2684.

Northern Pacific Railway Company. To publish reduction in switching rate on logs, carloads, from Lake Riley Logging Spur to Lake Riley Mill at Hazel, Washington.

No. 2685.

Northern Pacific Railway Company. To publish reduction in rates on dredging outfits, including pontoons, etc., from Kelso and Vancouver to Tacoma and Seattle.

No. 2686.

Northern Express Company. To publish carload rate on fruit and vegetables, Walla Walla to Vancouver.

No. 2687.

Great Northern Railway Company. To publish reduction on logs, from Briscoe Spur to Lyman, Washington.

No. 2688.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on logs, carloads, Winlock to Aberdeen, Hoquiam and Cosmopolis.

No. 2689.

Northern Pacific Railway Company. To publish reduction in switching rate, carload, from Sperry Flour Company's warehouse to their mill at Creston, Washington.

No. 2690.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on pontoons, carloads, from Vancouver to Tacoma, Washington.

No. 2691.

Northern Pacific Railway Company. To publish reduction in rate on pontoons, carloads, from Vancouver to Tacoma, Washington.

No. 2692.

Chicago, Milwaukee & St. Paul Railway Company. To restore diversion charges on grain, grain products, hay, straw, potatoes and onions as per Supplement No. 15-B to G. F. D. No. 11140-B.

No. 2693.

The Washington Water Power Company. To publish a reduction in electric lighting and cooking rates, Spokane, Washington.

No. 2694.

Northern Pacific Railway Company. To publish reduction in rate on logs from Winlock to Aberdeen, Hoquiam, Cosmopolis and South Aberdeen, Washington.

No. 2695.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on piling from Stillwater to Snoqualmie Falls Lumber Company spur near Snoqualmie, Washington.

No. 2696.

Washington Route, Incorporated. To publish reduction in passenger rates between Seattle and South Beach, Washington.

No. 2697.

Spokane, Portland & Seattle Railway. To publish a reduction in the rate on fruit and vegetables from Longview to Spokane.

No. 2698.

Great Northern Railway Company. To publish reduction in the rate on dredging outfit, including pontoons, pipe and lumber, carload, from Vancouver to Tacoma and Seattle.

No. 2699.

Puget Sound Electric Railway. To publish reduction in the rate on riprap (coarse rock), carloads, from Quarry to track connection with Northern Pacific Railway at Georgetown.

No. 2700.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on sand and gravel, carloads, Drummonds Spur to 63d Avenue (Alki line), West Seattle.

No. 2701.

Newaukum Valley Railroad Company. To establish new tariff on account of newly constructed railroad.

No. 2702.

Northern Pacific Railway Company. To publish reduction in rate on berry crates and berry boxes from Puyallup to Woodland.

No. 2703.

Great Northern Railway Company. To publish reduction in rate on berry crates, berry boxes and egg case material, from Puyallup to Woodland.

No. 2704.

Florida Land Company. To establish new rate for water used in mixing concrete for road work at Beverly Park, in Snohomish County.

No. 2705.

Rouse Launch & Towing Company. To establish new passenger rates from Seattle to certain specified ports of call.

No. 2706.

Oregon-Washington Railroad & Navigation Company. To establish new rate on logs, carload, from Primo to Preachers Slough, Aberdeen, Hoquiam, South Aberdeen and Cosmopolis.

No. 2707.

Puget Sound & Willapa Harbor Railway Company. To publish a reduction in rate on gravel, carloads, from Gibbons to Burt.

No. 2708.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on sand, carloads, from Spokane to Fairfield.

No. 2709.

Puget Sound Electric Railway. To publish reduction in rate on paving brick, carloads, from Renton to Kent.

No. 2710.

Northern Pacific Railway Company. To publish reduction in rate on cider and vinegar, carloads, from North Yakima to Spokane.

No. 2711.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on cider and vinegar, carloads, from North Yakima to Spokane.

No. 2712.

Alki Point Transportation Company. To establish passenger rates between certain specified Puget Sound ports.

No. 2713.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs, carloads, from Snoqualmie Falls Lumber Company's spur (near Snoqualmie) to Riverview and Everett.

No. 2714.

Dodwell Dock & Warehouse Company, Incorporated. To publish certain increased wharfage rates, Seattle, due to strike conditions. Emergency.

No. 2715.

Seattle, Port Angeles & Western Railway. To establish new passenger rates from Seattle to certain specified points to meet increase in all water rates applying to said points.

No. 2716.

Great Northern Railway Company. To publish reduction in rates on green fruit, other than apples, carloads, from Wenatchee and Malaga to Seattle, and empty lug boxes, returned, Seattle to Malaga and Wenatchee.

No. 2717.

Northern Pacific Railway Company. To publish reduction in rates on fresh fruit and vegetables in lots of one ton or more from North Yakima, Mellis, Granger and Grandview to Kennewick.

No. 2718.

Northern Pacific Railway Company. To publish reduction in rates on logs in lots of ten or more cars, Napavine to McCormick.

No. 2719.

Puget Sound Electric Railway. To publish reduction in switching rate on brick, sand, gravel, clay and cinders between track connection with Northern Pacific Railway Company and plant of the Denny Renton Clay and Coal Company at Renton.

No. 2720.

Great Northern Railway Company. To publish reduction in rate on sand and gravel, carloads, from Fort Wright to Morse.

No. 2721.

Great Northern Railway Company. To publish reduction in rates on wood, cord and mill, carloads, Birdsvlew to Anacortes, Burlington, Mt. Vernon and Sedro Woolley.

No. 2722.

Oregon-Washington Railroad & Navigation Company. To make rates on logs, carloads, as set out in Item 325, Supplement No. 27, applicable on less than fifteen car lots when handled at company's convenience.

No. 2723.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on logs, carloads, Foran to Hoquiam.

No. 2724.

Oregon-Washington Railroad & Navigation Company. To establish a new rate on logs, carloads, from Winlock to Centralia.

No. 2725.

Northern Pacific Railway Company. To publish reduction in rate on logs, carloads, from Doe to Stearnsville.

No. 2726.

Northern Pacific Railway Company. To publish rate on logs, Delvan to Bellingham, in trainload lots of 20 or more cars. Rate to include delivery at both Bellingham and Larson log dumps.

No. 2727.

Northern Pacific Railway Company. To publish reduction in rate on logs in trainload lots of 20 or more cars, Winlock to Aberdeen and Hoquiam.

No. 2728.

Northern Pacific Railway Company. To publish reduction in rate on rails, carloads, Bryant to Pilchuck.

No. 2729.

Arlington Dock Company. To publish new wharfage tariff No. 4. Emergency.

No. 2730.

Oregon-Washington Railroad & Navigation Company. To publish new rate on logs, carloads, Galvin to Chehalis.

No. 2731.

Northern Pacific Railway Company. To publish reduction in rate on fuel wood, carloads, Enumclaw to Walla Walla.

No. 2732.

Pacific Northwest Traction Company. To publish reduction in rate on sand and gravel, carloads, in foreign cars, Ballard to Martha Lake, Silver Lake and Beverly Park.

No. 2733.

Northern Pacific Railway Company. To publish reduction in rate on logs, carloads, from Easton to Cle Elum, Ellensburg, Bristol and Thorp.

No. 2734.

Northern Pacific Railway Company. To publish reduction in rate on box shooks, Dishmans to Moxee City, Naches, Weikle, Harrah.

No. 2735.

Spokane, Portland & Seattle Railway Company. To publish reduction in rate on prunes and apricots, carloads, Granddalles to North Yakima and Grandview (via Pasco).

No. 2736.

Wells Fargo & Company Express. To publish reduction in rate on fruit, carloads, between Hanford and White Bluffs and Seattle.

No. 2737.

Northern Pacific Railway Company. To publish reduction in rate on slab wood, carloads, Montesano to Juno.

No. 2738.

Northern Pacific Railway Company. To publish reduction in rate on wooden water pipe, carloads, from Seattle to Tacoma, to apply as proportional rate on shipments destined beyond Tacoma.

No. 2739.

Great Northern Railway Company. To publish reduction in rates on sand and gravel, carloads, Fort Wright to various specified stations.

No. 2740.

Northern Pacific Railway Company. To publish reduction in rate on wooden water pipe from Chehalis, Centralia, Everett, Olympia, Tacoma and Seattle to Spokane, Farmington, Garfield and Colfax, in order to equalize rate of Great Northern Railway Company.

No. 2741.

Northern Pacific Railway Company. To publish reduction in rate on lumber camp outfit, Hazel to Oso.

No. 2742.

Great Northern Railway Company. To publish new summer tourist round trip fares from stations in Washington to Stehekin, at the head of Lake Chelan.

No. 2743.

Great Northern Railway Company. To publish reduction in rates on cement, Concrete to Snohomish, Woodinville and Falls City.

No. 2744.

Tacoma Railway & Power Company. To publish reduction in rates on sand and gravel, carloads, from Northern Pacific transfer at South Tacoma to asylum, Steilacoom.

No. 2745.

Chicago, Milwaukee & St. Paul Railway Company. To publish switching rate on all traffic from St. Paul & Tacoma Lumber Company, Dempsey Lumber Company, Washington Manufacturing Company and connections with the Northern Pacific Railway, Oregon-Washington Railroad & Navigation Company, Tacoma Eastern Railroad, to Hylebos Creek landing, Tacoma.

No. 2746.

Milwaukee Terminal Railway Company. Switching charge on all freight, carloads, between Hylebos Creek landing (Tacoma) and industries on Front street track of the Milwaukee Terminal Railway, Tacoma.

No. 2747.

Kennewick Valley Telephone Company. Reduction in toll rates to conform with those of the Pacific Telephone & Telegraph Company.

No. 2748.

Great Northern Railway Company. Reduction in rate on slab wood, carloads, Blaine to Ferndale.

No. 2749.

Great Northern Railway Company. Reduction in rate on logs, carloads, Concrete to Birdview and Burlington.

No. 2750.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in rate on shale, carloads, Sand Creek spur to Metaline Falls.

No. 2751.

Northern Pacific Railway Company. Reduction in rate on logs, Lebam to McCormick, in ten car lots.

No. 2752.

Northern Pacific Railway Company. Reduction in rate on logs from Oso to Everett, in twenty car lots.

No. 2753.

Albert M. Darling, launch "Lester D." Reduction in campers' passenger rates.

No. 2754.

Pacific Northwest Traction Company. To publish reduction in class and commodity rates applying between Bellingham and Clear Lake.

No. 2755.

Spokane, Portland & Seattle Railway Company. To publish reduction in rates on dried prunes from Knapps and Felida to Ellsworth.

No. 2756.

Northern Pacific Railway Company. To publish reduction in rate on coal from Roslyn and points taking same rate to specified stations on the Walla Walla Valley Railway.

No. 2757.

Great Northern Railway Company. To publish reduction in rates on dried prunes from Felida and Knapps to Ellsworth.

No. 2758.

Great Northern Railway Company. To publish reduction in rate on logs, carloads, from High Rock and O'Neil McGowan spur to Tolt.

No. 2759.

Puget Sound Electric Railway. To publish reduction in rate on paving brick, carloads, from Renton to points on county spur connecting with South Park line at Carleton avenue and Myrtle street, Seattle.

No. 2760.

Puget Sound Traction, Light & Power Company. To publish reduction in switching rate on cement and contractors' outfits between the Oregon-Washington Railroad & Navigation Company connection at Twelfth avenue south and Bailey street and points on county spur, Carleton avenue and Myrtle street, Seattle.

No. 2761.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in class rates to meet reductions in rates at common points as published by the Oregon-Washington Railroad & Navigation Company.

No. 2762.

Northern Pacific Railway Company. To publish reduction in rate on fruit and vegetables in lots of two thousand pounds or more, Welke to North Yakima, for consolidation and reshipment.

No. 2763.

Northern Pacific Railway Company. To publish reduction in rate on logs in ten car lots, Pacific to Aberdeen.

No. 2764.

Pacific Northwest Traction Company. To publish reduction in rate on sand and gravel, foreign cars, from steam road transfer at Lowell to Beverly Park and Silver Lake.

No. 2765.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on sand and gravel, from gravel pit (Chehalis county) to Helsing Junction.

No. 2766.

Northern Pacific Railway Company. To publish a reduction in rate on fuel oil from Seattle to Snoqualmie and North Bend, duplicating competitive rate.

No. 2767.

Seattle, Port Angeles & Western Railway Company. To publish reduction in rate on logs, Reeve-ton to Carlsborg.

No. 2768.

Seattle, Port Angeles & Western Railway Company. To publish reduction in rate on logs, carloads, Reeve-ton to Port Angeles.

No. 2769.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on wood bolts, Quilcene to Seattle.

No. 2770.

Great Northern Railway Company. To publish excursion fares, Tacoma, etc., to Chehalis and Centralia, account of Southwest Washington fair.

No. 2771.

Farmers' Mutual Telephone Company. General order to be made later covering telephone rates, etc.

No. 2772.

Northern Pacific Railway Company. To publish reduction in rate on logs, carloads, Wrenwood to Kenmore.

No. 2773.

Pacific Northwest Traction Company. To publish reduction in passenger fares applicable to school children, between all stations on Northern Division (line between Bellingham and Sedro Woolley and Mt. Vernon).

No. 2774.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on water, carloads, Tekoa to Darknell.

No. 2775.

Northern Pacific Railway Company. To publish a reduction in the rate on fuel wood from Mendota to Tacoma.

No. 2776.

Northern Pacific Railway Company. To publish reduction in rate on grain, flour and mill feed, and articles taking same rates, from Fort Simcoe branch points to various specified stations, in order to preserve same arbitraries over Tacoma to other groups as previously in effect.

No. 2777.

Northern Pacific Railway Company. To publish reduction in rate on oats to Tacoma and South Tacoma from specified stations on the Pacific Northwest Traction Company line.

No. 2778.

Great Northern Railway Company. To publish reduction in rate on fresh fruit from various specified stations to Spokane to permit immediate movement.

No. 2779.

Puget Sound & Cascade Railway Company. To establish a line of class and commodity rates from Seattle and Everett to stations on the Puget Sound & Cascade Railway.

No. 2780.

Cancelled.

No. 2781.

Great Northern Railway Company. To publish reduction in rate on oats, carloads, Burlington to Tacoma.

No. 2782.

Northern Pacific Railway Company. To publish reduction in rate on cement, carloads, Irvin to Spokane.

No. 2783.

Great Northern Railway Company. To publish reduction in rate on cement, carloads, Concrete to Wayne.

No. 2784.

E. A. Ehricke, gas freighter "Vaughn." To publish rate on general merchandise, Tacoma to Bremerton. New schedule.

No. 2785.

Great Northern Railway Company. To publish switching rate on all carload freight between industries on Great Northern Railway tracks and track connection with Puget Sound & Cascade Railway.

No. 2786.

Northern Pacific Railway Company. To publish reduction in rate on coal tar in tank cars from Fremont to Quendall, and creosote oil in tank cars, Quendall to Seattle.

No. 2787.

Northern Pacific Railway Company. To publish reduction in rate on logs, ten car lots or more, from Wrenwood to Fremont.

No. 2788.

Great Northern Railway Company. To publish reduction in rate on cull apples to Seattle and Tacoma from specified eastern Washington stations.

No. 2789.

Northern Pacific Railway Company. To publish reduction in rate on lumber, carloads, between Everett and Snoqualmie Falls and Snoqualmie, to equalize rate of competitor.

No. 2790.

Pacific Northwest Traction Company. To publish switching rate on carload freight from track connection with Puget Sound and Cascade Railway to industries on the line of Pacific Northwest Traction Company at Mount Vernon, applying both directions.

No. 2791.

Pacific Northwest Traction Company. To publish reduction in freight rates on lumber, lath and shingles, carloads, between Clear Lake and Mount Vernon, in connection with the Puget Sound & Cascade Railway, on account of opening of new line.

No. 2792.

Puget Sound Electric Railway. To publish reduction in rate on cement, carloads, from track connection with Northern Pacific Railway at Georgetown to the Meadows.

No. 2793.

Great Northern Railway Company. To publish switching rate Northport carload traffic.

No. 2794.

Great Northern Railway Company. To publish reduction in rate on sand and gravel from Fort Wright to Spokane, when company at its convenience furnishes Roger ballast cars.

No. 2795.

Great Northern Railway Company. To publish through rate on cull apples, carloads, from Wenatchee and Malaga to Olympia.

No. 2797.

Puget Sound Electric Railway. To publish reduction in rate on potatoes from Black River to Renton.

No. 2798.

Great Northern Railway Company. To publish reduction in rate on logs, carloads, Rockport to Sedro Woolley.

No. 2799.

Northern Pacific Railway Company. To publish reduction in rate on cull apples, from Zillah and Toppenish to Chehalis.

No. 2800.

Northern Pacific Railway Company. Reduction in rate on crushed rock and gravel, Centralia to Lebam.

No. 2801.

Great Northern Railway Company. To publish reduction in rate on logs, carloads, Heybrook spur to Everett.

No. 2802.

Northern Pacific Railway Company. To publish reduction in rate on cull apples, from Four Lakes to Spokane.

No. 2803.

Great Northern Railway Company. To publish reduction in rate on cull apples, Wenatchee to Chehalis.

No. 2804.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on cull apples, Tacoma to Olympia.

No. 2805.

Northern Pacific Railway Company. To publish reduction in rate on logs, Tulker to Hartford, Washington.

No. 2806.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, Irvin to Ritzville, Washington.

No. 2807.

Oregon-Washington Railroad & Navigation Company. Reduction in rate on cull apples from Touchet, Dayton and Waltsburg to Walla Walla, Washington.

No. 2808.

Great Northern Railway Company. To publish reduction in rate on cull apples, Deer Park, Denison and Davies spur to Spokane, Washington.

No. 2809.

Northern Pacific Railway Company. To publish storing in transit rate, North Yakima and Toppenish, on potatoes originating at White Swan, Grandview or intermediate points when destined to any points within a specified territory.

No. 2810.

Chicago, Milwaukee & St. Paul Railway Company. To publish tariff providing same arrangement for absorption of switching charges at Durham, Washington, as now applicable in connection with traffic to and from Selleck and Palmer, Washington.

No. 2811.

Northern Pacific Railway Company. To publish reduction in rate on cull apples, carloads, Kennewick to Olympia, Washington.

No. 2812.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from Morton and West Fork to Chicago, Milwaukee & St. Paul Railway Company log dump at Tacoma, Washington.

No. 2814.

Kitsap County Transportation Company. To publish special commutation rate between Keyport and points in Liberty Bay, Washington.

No. 2815.

Olympia-Tacoma Navigation Company. To publish reduction in passenger rates on Olympia-Tacoma run.

No. 2817.

Pacific Northwest Traction Company. To publish reduction in lighting rate for town of Mount Vernon, Washington.

No. 2818.

Northern Pacific Railway Company. To publish reduction in rate on logs, Hole and McMurray to Everett, Washington.

REFUNDS.

Orders permitting refunds were issued as follows:

No. 1489.

Seattle, Port Angeles & Western Railway Company. Order authorizing protection of forty cent per ton rate on gravel, carloads, from Morse Creek gravel pit to Majestic, Washington.

No. 1490.

Chicago, Milwaukee & St. Paul Railway Company. Order to protect a rate of four and one-half cents on barley sprouts, carloads, moving between Seattle and Sumner, certain specified dates.

No. 1491.

Puget Sound & Willapa Harbor Railway Company. Order to protect rate of \$1.00 per thousand feet logs in ordinary flat cars, and \$1.05 per thousand feet, when shipped in cars equipped with patent bunks, moving between certain specified dates.

No. 1492.

Oregon, Washington Railroad & Navigation Company. Order authorizing refund on shipment of green fruit, moving from Boone to North Yakima, Washington, between certain specified dates.

No. 1493.

Tacoma Eastern Railroad Company, the Milwaukee Terminal Railway Company, and the Chicago, Milwaukee & St. Paul Railway Company. To waive collection of switching charges on the Commerce street tracks of the Milwaukee Terminal Railway Company in Tacoma, covering products of the Far West Clay Company moving between July 31, 1913, and January 19, 1916.

No. 1494.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing refund on shipment of logging engines, rails and fastenings, in connection with the Seattle, Port Angeles & Western Railway Company, moving from Earles to Seattle, between Nov. 1, 1915, and Jan. 30, 1916.

No. 1495.

Washington Western Railway Company. Order authorizing refund on shipment of scrap iron from O. K. spur to Machias, moving November 26 and November 30, 1916.

No. 1496.

Chicago, Milwaukee & St. Paul Railway Company, Bellingham & Northern Railway Company, Puget Sound & Willapa Harbor Railway Company. Order authorizing waiver of the long and short haul clause of the statute in the publication of short line distance rates between Foran, West Adna, Willapa and Raymond and stations located in the line of the Chicago, Milwaukee & St. Paul Railway and the Bellingham & Northern Railway, common with the Northern Pacific Railway.

No. 1497.

Great Northern Railway Company and Northern Pacific Railway Company. Order authorizing protection of actual weight, on account of car being loaded to full visible capacity, on certain shipment of fence posts moving from Orting to Douglas, on or about October 2, 1913.

No. 1498.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of rate of 4½ cents on alder lumber moving from Morton to Tacoma, between November 1, 1915, and December 19, 1915.

No. 1499.

Spokane, Portland & Seattle Railway Company. Order authorizing protection of actual weight on two cars of paper moving from Camas to Walla Walla, covered by one bill of lading, issued at Camas, December 7, 1915.

No. 2000.

Frank Waterhouse & Co., Inc. Order for authority to protect a rate of \$1.50 per ton on box shooks, from Anacortes to Seattle and Tacoma, moving subsequent to November 5, 1915.

No. 2001.

Tacoma Eastern Railroad Company, Chicago, Milwaukee & Puget Sound Railway Company, and Chicago, Milwaukee & St. Paul Railway Company. Order authorizing waiver of collection for switching charges on logs, carloads, from track connection of the Tacoma Eastern Railway to St. Paul & Tacoma Lumber Company's log dump in Tacoma, between the dates October 14, 1910, and February 14, 1916.

No. 2002.

Tacoma Eastern Railroad Company, Chicago, Milwaukee & Puget Sound Railway Company, and Chicago, Milwaukee & St. Paul Railway Company. Order authorizing refund of all charges collected by them for shipments moving from certain specified stations on Tacoma Eastern Railroad and its branches to Tacoma, in excess of rate set out in Tacoma Eastern Railroad Company tariff G. F. D. No. 76.

No. 2003.

Great Northern Railway Company. Order to refund 12 cents per 100 pounds on certain carload of codfish moving Anacortes to Spokane, June 12, 1915.

No. 2004.

Northern Pacific Railway Company. Order authorizing protection of rate of 8 cents per 100 pounds on building tile, from Tacoma to Norlum, moving between November 15, 1915, and December 1, 1915.

No. 2005.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing relief of agent at Tacoma of outstanding charge of \$4.25, representing switching charge of Northern Pacific Railway Company for delivery of a certain carload of brick at Tacoma originating at Taylor.

No. 2006.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of actual weight on a certain carload of lumber covered by Helsing Junction to Tacoma, September 14, 1915, waybill 21, Illinois Central car 85967.

No. 2007.

Great Northern Railway Company. Order directing refund of drayage charge, Seattle to Argo, on account of non-delivery of certain shipment of flour moving from Wenatchee to Argo.

No. 2008.

Oregon-Washington Railroad & Navigation Company. Order authorizing protection of barrel rate on vinegar handled in tank cars, Sumner to Tacoma, between the dates of January 10, 1916, and March 25, 1916.

No. 2009.

Great Northern Railway Company. Order authorizing refund of certain passenger fares collected in excess of the fare charged by said Great Northern Railway Company direct, by reason of having to detour on account of various snow blockades.

No. 2010.

Oregon-Washington Railroad & Navigation Company. Order authorizing refund of all charges assessed on carload freight switched from or to the Northern Pacific Railway Company at Olympia, from January 1 to February 11, 1916.

No. 2011.

Northern Pacific Railway Company. Order protecting rate of 8 cents per cord on pulp wood, Zahler to Lowell, moving between dates of November 1, 1915, and January 22, 1916.

No. 2012.

Northern Pacific Railway Company. Order to refund one cent per 100 pounds on a certain carload of grain moving Tacoma to Enumclaw, March 14, 1916, to meet shorter mileage of competitive road.

No. 2013.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of actual weight on certain shipment of lime, Sumas to Seattle, account of inability of railway company to furnish car of sufficient capacity to load to minimum provided in tariff.

No. 2014.

Oregon-Washington Railroad & Navigation Company. Order authorizing protection of actual weight on certain shipments of stone, Tenino to Aberdeen, moving between June 21, 1915, and December 31, 1915.

No. 2015.

Northern Pacific Railway Company. Order authorizing protection of rate of 25 cents per 100 pounds on cereals in carload lots moving from Spokane to Walla Walla, between January 15, 1916, and April 1, 1916.

No. 2016.

Northern Pacific Railway Company. Order authorizing protection of rate of \$1.00 per thousand feet on logs in carload lots of ten cars from Aker's spur to Vancouver, moving between the dates of March 24 and April 7, 1915.

No. 2017.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of minimum provided on small cars, larger car being furnished at company's convenience, on a certain shipment of lumber covered by Helsing Junction to Tacoma, April 2, 1915, waybill No. 3.

No. 2018.

Oregon-Washington Railroad & Navigation Company. Order authorizing protection of rate of 5 cents per 100 pounds on prunes, moving Flint to North Yakima, subsequent to August 22, 1915, and prior to April 1, 1916.

No. 2019.

Northern Pacific Railway Company. Order authorizing protection of 17 cent rate per 100 pounds on shipment of oats, Fallons to Rosalia and Kahlotus, moving February 3 and 15, respectively.

No. 2020.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of 47 cent rate on certain shipment of household goods, Everett to Tanwax Junction, on account of failure of agent to call shipper's attention to necessity for declaring a valuation of \$10.00 per 100 pounds.

No. 2021.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing refund of certain Northern Pacific Railway Company switching charges on coal in carload lots, Coal Creek to Tacoma, moving between the dates of March 8, 1910, and June 30, 1913, inclusive.

No. 2022.

Oregon-Washington Railroad & Navigation Company. Order authorizing protection of rate of \$1.25 per 1,000 feet on logs, Tenino to Chehalis, between May 20 and July 30, 1916.

No. 2023.

Northern Pacific Railway Company. Order authorizing protection of 80 cent rate per cord on certain shipment of pulp wood, Lochloy to Lowell, moving November 29, 1915.

No. 2024.

Wells Fargo & Company Express. Order to authorize protection of 50 cent rate per 100 pounds on fruit, carloads, moving between Hanford and White Bluffs and Seattle, between the dates of August 11 and August 17, 1916.

No. 2025.

Northern Pacific Railway Company. Order authorizing refund of charges collected in error on logs, carloads, Easton to Cle Elum and Easton, Bristol and Thorp to Ellensburg, moving between the dates of July 27, 1914, and July 27, 1915, inclusive.

No. 2026.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of a rate of 50 cents per 100 pounds on a shipment of household goods, not released, moving Cle Elum to Renton, covered by Cle Elum to Renton, September 4, 1915, waybill No. 6.

No. 2027.

Great Northern Railway Company. Order authorizing protection of rate of 11 cents per 100 pounds on locomotives, on their own wheels, moving from Renton to Vancouver.

No. 2028.

Northern Pacific Railway Company. Order authorizing protection of 6 cent rate per 100 pounds on a donkey engine moving from gravel pit on the Centralia Eastern Railroad to Forans on the Northern Pacific Railway.

No. 2029.

Chicago, Milwaukee & St. Paul Railway Company. Order authorizing protection of actual weight on a certain carload of lumber moving from Everett to Seattle, February 11, 1916, account of failure of shipper to make notation, "Small car ordered and large car furnished at company's convenience."

REPORT OF SAFETY INSPECTORS.

OLYMPIA, WASHINGTON, November 11, 1916.

To the Public Service Commission of Washington, Olympia, Wn.

DEAR SIRs: We submit herewith a brief report of the duties performed by the inspectors of tracks, safety appliances and electrical construction and maintenance for the Public Service Commission from November 1, 1915, to November 1, 1916.

The inspectors traveled during the year in covering their work, approximately 24,000 miles and have retained the same good relations with those with whom it was necessary for them to come in contact and have been met in the same spirit of cooperation by both officers and employees of the different public service corporations as in previous years. Although last winter and spring were very severe ones on the railroads, due to the unusual weather conditions, the track at this time is in good condition throughout the state. The equipment also has been maintained at a high standard and defects in safety appliances kept down to a minimum, although the record in this last particular is not up to that of last year, as will be noted by the comparative statement shown below.

Of the numerous accidents which occurred throughout the state during the year, the detailed records of the investigations of which have been filed with the Commission, the inspectors wish to especially refer to the following more serious ones:

On December 1, 1915, C., M. & St. P. train No. 533 was derailed near Freeman, caused by a broken rail and killed a brakeman.

On December 6, 1915, G. N. train No. 44 was struck by a falling boulder near Columbia, killing an employee.

On January 4, 1916, at a point about four miles from Port Townsend, on the Port Townsend and Puget Sound Railway, a headon collision occurred between an extra freight train and a construction train, due to faulty operation and killing an employee.

On January 22, 1916, G. N. train No. 25 was struck by a snow slide at Corea and taken over the embankment with a loss of eight lives. Other slides occurred in this district during the winter, but without fatal consequences to those on trains.

On January 25, 1916, C., M. & St. P. passenger trains Nos. 18 and second 17 met headon near Lind, which was caused by faulty operation, killing an employee.

On January 28, 1916, at Port Angeles log dump on Seattle, Pt. Angeles & Western Ry. an engineer was killed by collapse of trestle, due to teredoos eating piling.

On February 20, 1916, N. P. trains Nos. 42 and 2, at the time running as second and third Nos. 4 over the tracks of the S., P. & S.,

had a rear end collision at South Cheney, caused by faulty operation, killing five persons and injuring others.

On April 11, 1916, O.-W. R. & Nav. Co.'s switch engine backed into street car of the Puget Sound Traction, Light & Power Co. at Spokane avenue, Seattle, killing one passenger and injuring 25 others.

On August 2, 1916, on Seattle, Renton & Southern Railway three freight cars ran away from switching crew at Buffalo station and collided with a passenger car, due to faulty operation, injuring several people.

On August 7, 1916, G. N. passenger train No. 43 was derailed at east switch of Leavenworth yard, due to faulty operation, killing one person.

On October 3, 1916, P. S. E. train No. 20 was derailed at Willow Junction, due to faulty operation, injuring 32 persons.

Of the recommendations made by the Commission to better safeguard the lives of the public and employees, the inspectors find following adopted:

The G. N. Ry. Co. has practically completed construction of approximately 19,000 feet of snow sheds and tunnels in the mountain passes as a protection in case of slides.

The C., M. & St. P. Co. has under construction an electric block system from Beverly to Marengo, a distance of 97 miles and from Manito to Plummer Junction, a distance of 20 miles. When this work is completed the main line of the C., M. & St. P. Ry. through the state of Washington will be entirely equipped with automatic signals.

The S., P. & S. Ry. Co. has agreed to install automatic semaphores at certain dangerous points on its line, the first to be taken care of, to be its tunnel districts, and it is hoped that this work will be pushed as rapidly as possible.

The N. P. Ry. Co. has under consideration the extension of its automatic block system from Pasco to Cheney, which, when completed, will complete the equipment of its entire main line through the state with this valuable safeguard.

Also some manner of block system is under advisement on some of the branch lines where traffic is heavy, notably the Grays Harbor branch.

The Port Townsend & Puget Sound Railway has installed a telephone system over part of its line to be used in train operation and this line and the Seattle, Renton & Southern have established more complete operating rules, which it is believed will better safeguard the movement of trains.

The large trunk lines also have moved towards greater uniformity of transportation rules, the most notable change being adoption by the C., M. & St. P. Ry. Co. of the standard code which will go into effect in the near future.

The N. P. Ry. Co. has built a board walk for the trainmen through the Stampede tunnel.

In addition to the accidents referred to above, the inspectors have, during the year, investigated a large number of accidents, particular references to which appear in another part of this volume.

In view of the experience gained from observation during the last year the inspectors respectfully submit for the consideration of the commission the following recommendations in the interest of public safety:

To comply with the requirements of section 66, chapter 117 of the Laws of 1911, creating the Public Service Commission, the adoption by the state of the federal standard of safety appliances for cars and engines as approved by the Interstate Commerce Commission. This would not only cover the question of safety for the state but would place any state road that might eventually wish to engage in the handling of interstate commerce, in a position to do so without change or additional expense.

As a number of rail carriers are operating gas driven motor cars of different sizes and designs and this service is sure to increase to compete with motor busses and as there is no standard of safety appliances covering this class of equipment operated, we recommend that the commission hold a hearing for the purpose of establishing a standard to cover both appliances and operations for this class of service.

We recommend that board walks be placed on one side of the railroad bridges and trestles to enable trainmen to pass along the side of trains with greater safety, in case such trains may stop on bridges.

We recommend a law fixing a standard side clearance of 5½ feet on sidings and 6 feet on main line tracks within this state. The inspectors believe that the railway officers themselves would welcome such legislation, giving them a reasonable time to comply, as this would place them all on an equal footing, in establishing loading spurs and soliciting business.

The reports of the representatives of the electric companies of the state of Washington on November 1, 1916, show that from 30 per cent to 40 per cent of the old work has been made to comply with the state electric code.

There has been very little new construction within the state during the past 18 months owing to the advanced price of copper. A list of violations as found by your inspectors is hereto attached:

LIST OF VIOLATIONS OF ELECTRICAL CONSTRUCTION RULES DETECTED.

<i>Rule No.</i>	<i>Number of times violated</i>
1	19
2	1
8	32
9	3
10	1
11	12
12	3
36	7
Total.....	78

In all instances correct installations were made by companies when attention was called to the violations.

Number of cars inspected, 15,405. Defects noted as follows:

Couplers out of contour.....	1
Knuckle pins broken.....	24
Lock block broken, coupler inoperative.....	64
Uncoupling levers missing.....	1
Uncoupling chains kinked.....	10
Uncoupling chains broken.....	10
Couplers low	3
Couplers high	3
Ladders missing	2
End hand holds bent.....	20
Sill steps bent.....	8
Sill steps not sufficient clearance.....	5
Grab irons missing.....	5
Grab irons bent.....	114
Hand brakes inoperative.....	10
Air brakes cut out.....	15
Air brakes not operating.....	20
Release rods missing.....	15
Angle cock handles broken.....	5
Train pipes loose.....	8
Running board defective.....	4
Sharp flanges	1
Old air	17

ENGINE DEFECTS NOTED.

Sharp flanges driver.....	11
Sharp flanges engine trucks.....	2
Sharp flanges tank.....	2
Coupler low	4
Driving brake inoperative.....	1
Excessive piston travel.....	2
Broken frame on tank truck.....	1
Leaky piston rod packing.....	57
Leaky valve stem packing.....	25
Hand rail missing.....	1
Hand rails improperly located.....	7

INSPECTED.

1915

<i>Cars</i>	<i>Engines</i>	<i>Total defects</i>	<i>Sw. blocks mis'g</i>
19,755	1,965	681	24

1916

<i>Cars</i>	<i>Engines</i>	<i>Total defects</i>	<i>Sw. blocks mis'g</i>
15,405	1,763	473	51

Respectfully submitted,

J. F. REARDAN,
Chief Inspector

T. S. McEACHRAN,
Assistant.

DISPOSITION OF CASES INVOLVING ACCIDENTS OR WRECKS ON RAILWAYS OR OTHER PUBLIC UTILITIES.

FORMAL INVESTIGATIONS.

No. 4219.

In the Matter of the Demand of C. D. Cunningham for Inspection of Records and Files of the Commission relating to Accident on the Northern Pacific Railway at Centralia, Washington, May 21, 1916, resulting in death of R. M. Loomis; Accident on Willapa Harbor and Puget Sound Railway at Doty, Washington, July 22, 1916, resulting in death of C. E. Ward; also, Accident on Northern Pacific Railway at Centralia, Washington, June 5, 1916, resulting in injury to John Boyer.

The above entitled matter, coming on to be heard the 29th day of August, 1916, at Olympia, before Commissioners Blaine, Lewis and Spinning; Mr. C. D. Cunningham filing a written brief and the Commission having heard the argument of counsel, Mr. Korte representing the Chicago, Milwaukee & St. Paul Railway Company, Mr. Quick representing the Northern Pacific Railway Company and Mr. Cochran representing the Oregon-Washington Railroad & Navigation Company, and the Commission having received their written briefs and being fully advised in the premises renders the following opinion, namely: C. D. Cunningham, of Centralia, on behalf of the interested parties in the above entitled matters demands that he, as attorney for the said parties, be allowed an inspection of the records and files in the office of The Public Service Commission, especially that part of the record which pertains to the death of R. M. Loomis killed while in the employ of the Northern Pacific Railway Company, at Centralia on the 25th day of May, 1916; also the death of one C. E. Ward killed at Doty, Washington, while in the employ of the Puget Sound and Willapa Harbor Railway Company on the 22d day of July, 1916; also an injury to one John Boyer injured in the yard at Centralia on the 5th day of July, 1916, while in the employ of the Northern Pacific Railway Company. The files in the office of The Public Service Commission show as follows:

T. S. McEachran, Assistant Track Inspector, under date of June 1st, 1916, made report of an informal investigation of said accident without fixing responsibility for same. Said report is accompanied by copies of the unsworn statements of the following parties (all of whom were employees of the railway company and such statements were

made by such employees to said railway company and such copies were furnished the Commission by such railway company), namely: W. T. Dorham, engineer, No. 2130, extra west; E. L. Phillips, fireman, engine No. 2130, extra west; R. A. Larned, conductor, train No. 2130; A. V. Rossi, switching brakeman on No. 2130, extra west; S. W. Henzell, switchman, Centralia yard; John Craisy, engineer on switch engine No. 1089; Albert Driscoll, fireman, switch engine No. 1089; T. D. Jay, foreman, switch engine No. 1089; S. M. Carey, switchman with engine 1089; E. F. Avadinger, brakeman, No. 2130, extra west; V. D. Sherman, head brakeman, extra, 2130.

The question that confronts the Commission is what construction must be given to a paragraph which forms a part of Section 6 of The Public Service Act of Washington, Chapter 117, Laws of 1911, which paragraph is as follows:

"All proceedings of the Commission and all documents and records in its possession shall be public records."

It is probable that this paragraph should be read in conjunction with the provisions found in Section 63 of the same act. By Section 63 "every public service company is required to give immediate notice to the Commission of every accident resulting in death or injury to any person occurring on its lines, plant or system. Such notice shall not be admitted as evidence or used *for any purpose* against such public service company giving such notice in any suit or action for damages, growing out of any matter mentioned in such notice."

We are of the opinion that the notice or its contents should not be used even in preparing for trial. We do not believe that it is a proceeding of the Commission, a document, or a record.

Bouvier's Law Dictionary, Vol. 1, page 912, defines the word document as follows:

"The deeds, agreements, title papers, letters, receipts and other written instruments *used to prove a fact*," (Citing *Hazard v. Durant*, 12 R. I. 99).

In the case of *Colnon v. Orr, Treasurer, etc.*, 11 Pac 814 (Cal.), the plaintiff sought to inspect a "writing filed by one Miss L. M. Jones with the board of directors of the Stockton Insane Asylum, in which the character and conduct of one W. T. Browne, the medical superintendent of the asylum, was assailed."

The Court said:

"It is not every written charge made to a board of supervisors, a board of directors or trustees of a college, or other state institution, which, upon being filed in the office of their secretary, or treasurer, or custodian of their records, becomes thereby a public record, to which any citizen may have access at pleasure. To declare such to be the law would be to say that any communication aspersing the character of a public officer, being received by the board of directors, to which he is amenable, and filed with the custodian of their records, would thereby become a public record and be open to the idle curiosity of any

and all persons. In this way the most honorable of men might be attacked, and each individual of the whole public be permitted to inspect the document containing such attack without having the slightest beneficial interest in the matter, and actuated by no other motive than to repeat what might or might not be a slander, all over the community. Such a paper, *in the absence of a positive statute making it a part of the public records*, and as such to be examined by all persons whatsoever at their pleasure, within the office hours of the officer to whose charge it has been confided by a board of directors of a public institution, *should not be declared a part of the public records.*"

From the foregoing definitions of the word "document" we conclude that a document is a writing or inscription of such character as to make it admissible as evidence. If such is true, the notice provided for by the statute, and what appertains to it, by the statute itself cannot be used as evidence. Therefore, the notice, and what appertains to it, is not a document.

The statements secured by the Commission's track inspector are not evidence and cannot be used to prove any fact other than the fact that such statements were made to the railway company by its employees.

The statements of employees of the railway companies which have been furnished the Commission are confidential communications, passing from employee to employer. They are furnished to the Commission by the employer to enable the Commission to determine whether there exists any reason for the Commission to make a *formal* investigation of the accident, at which formal investigation, if held, witnesses would be sworn and competent evidence secured to enable the Commission or its inspector conducting such examination, to fix the responsibility for the accident.

These statements merely constitute an amplification of the notice of accident required by statute. They advise the Commission of the details, although they are not evidence of the facts.

The Commission, realizing that it is impracticable for the railway companies to set out in the notice of accident required by statute all the details which should be considered by the Commission in determining whether or not a formal hearing should be held, and if so what witnesses should be subpoenaed, has frequently requested the railway companies to furnish copies of statements relating to accidents and made by employees of the railway companies to their respective claim departments.

The Commission has always considered these statements as a part of the notice of accident and believes that they should be so treated and entitled to the same protection, under Section 63 of the Public Service Commission Law, as is the notice of an accident therein provided for. If it be held that such statements should not be treated as a part of the notice of accident and therefore not entitled to the protection of Section 63 of the act, the Commission will, of necessity,

in future cases, have to forego the benefit of these statements, when determining whether a given accident is one which should be investigated by means of a formal hearing, and rely on an amplified notice of the accident prepared by some employee of the public service company who will place his own construction on the statements of the employees and embody in such amplified notice his conclusions concerning the various details of the accident. Section 63 provides that such notice of accident "shall not be admitted as evidence or used for any purpose against such public service company giving such notice in any suit or action for damages growing out of any matter mentioned in such notice."

Manifestly the sole object of Mr. Cunningham in attempting to secure these statements is to *use them for some purpose against the public service company* furnishing same to the Commission.

The statute provides that "such notice" (which we believe includes any amended notice or additional detail requested by the Commission and furnished by a public service company, whether in the form of a letter or copies of statements from employees) "shall not be admitted as evidence or used for any purpose against such public service company."

The context should not be overlooked, when the interpretation is sought. By section 63, the Commission is authorized and directed to investigate all accidents on the lines of common carriers resulting in loss of life to any passenger or employee and may investigate all accidents. Notice of the investigation must be given to the public service company affected that it may participate in the hearing. Witnesses may be examined and the Commission is to fix the responsibility for the accident. The investigation may be conducted by a track inspector or a deputy and a report made by him. There is nothing in the statute that shows or tends to show that the injured or his representative is to take part in the investigation. There is nothing in the statute to show whether the hearing is to be public or private. Unquestionably the injured if living might be called as a witness and it is probable he would be allowed at any hearing, but under no circumstances should he be permitted to take part in it or direct it. The primary object of the investigation is to fix the responsibility that something of a general benefit may be procured for the public. Every inducement should be put forth that the public service company, its agents and employees may lay all the facts bare that the fault if any may be corrected. It is only in confidence that all the details concerning the accident will be forthcoming. We believe that the case of *Cully v. Northern Pacific Railway*, 35 Wash. 241, is applicable to the present controversy. See also Federal case No. 2,719, *In re Cincinnati Inquirer*; *Weber v. Townley*, 5 N. W. (Mich.) 971; *Brewer v. Watson*, 61 Ala. 310; *Massachusetts Mutual Life Insurance Company v. Board of Trustees of Michigan Asylum for the Insane*, 144 N. W. 538.

When the Commission, the track inspector or deputy has found the ultimate facts in formal report and has fixed the responsibility for the accident, then and not till then should the public have access to the report. While evidentiary matter is being sought or considered by the Commission, an inspector or deputy it should not be thrown open to the public. If the Commission at all stages of the investigation is compelled to lay all matters open to public inspection, its plans to procure the best and most effective evidence fixing responsibility could be frustrated, to the detriment if not the destruction of the object of the statute.

In view of the foregoing, we believe it would be contrary to public policy, as well as to rights of the railways mentioned in the caption to permit an inspection of an informal report of track inspector McEachran, or the statements of railway employees, concerning the accident resulting in the death of R. M. Loomis. As to the accident resulting in the death of C. E. Ward, this matter was reported by telegraph by the Superintendent of the Puget Sound and Willapa Harbor Railway Company under date of July 22, 1916, and J. F. Reardan, Track Inspector, was directed by the Commission to investigate the same, no report having yet been filed. As to the accident to John Boyer, there is no record in this office concerning the same.

The demand of C. E. Cunningham is respectfully refused.

. No. 4230.

In re investigation of accident on Puget Sound Electric Railway at Willow Junction on October 3d, 1916, resulting in derailment of passenger train No. 20 and injury to passengers.

FINDINGS AND RECOMMENDATIONS.

This cause came on for hearing before The Public Service Commission of Washington at Tacoma on the 5th day of October, 1916, there being present Chairman E. F. Blaine, Commissioners A. A. Lewis and Frank R. Spinning, Assistant Track Inspector T. S. McEachran and Official Reporter L. B. Kaler. The defendant, the Puget Sound Electric Railway Company, was represented by G. W. Rounds, General Superintendent, O. C. Mathis, Superintendent of Transportation and H. G. Winsor, Claim Agent.

The following witnesses were sworn and examined: B. J. Nelson, C. A. Baldwin, M. U. Lewin, Luther Ellis, J. W. Case, K. I. Hunt, W. E. Bowman, U. Curtit, C. G. Hansen, J. W. Keatley, O. C. Mathes.

In addition to the testimony taken by the Commission, the Commission has a copy of the statement of the employees of the company made in the course of investigation of said wreck which in the main coincides with the testimony which the Commission has taken.

We find that train No. 243 of the Puget Sound Electric Railway Company in charge of Motorman C. G. Hanson and Conductor J. W. Keatley passed Willow Junction at 4:35 o'clock p. m., October 3, 1916. When this train came from Puyallup to Willow Junction the conductor found the switch lined and locked with the main track of the railway. This was its normal condition and in accordance with the rules of the company. Conductor Keatley unlocked the switch and lined and locked it with the Puyallup Short Line and train No. 243 passed to the main line. After train 243 passed to the main line, Conductor Keatley failed to line the switch and lock it with the main line, but left it open to the Puyallup Short Line. Train No. 243 after reaching the main line ran to Tacoma passing the Bay street station and siding at the Puyallup yards. Train No. 20 of the Puget Sound Electric Railway left the Tacoma terminus of said railway at 4:35 p. m., October 3d, in charge of Conductor K. I. Hunt, Motorman J. W. Case and Collector W. E. Bowman and passed train No. 243 at the Puyallup yards and reached the Bay street station at 4:49 o'clock p. m., and at that point Motorman Case observed that block No. 22 was at danger or red. Using the phone at the Bay street stop, Conductor Hunt called up the train dispatcher of the railway, B. J. Nelson, for orders and received order No. 12 which is as follows:

Train Order No. 12

Superintendent's Office, October 3, 1916.

To Conductor and Motorman Train No. 20, at Bay Street:

Disregard block signals Bay street to Willow Junction. Rule 5.

O. C. Mathis, Superintendent.

Made complete at 4:50 p. m.

Hunt, Conductor.

This order was written down by the conductor and delivered by him to Motorman Case in the presence of Collector Bowman and it is not disputed.

Rule 5 and the rule referred to are as follows:

RULE 5.

The motorman of a train entering a block as provided by Block Signal Rules 4-a and 4-b, or on a disregard order from dispatcher, will be held responsible in case of an accident caused by overtaking a preceding train, an open switch, or obstructed or visibly broken track, and for keeping proper distance behind flag.

RULE 4.

When a train is stopped by a block signal it will be governed as follows:

(a) On double track if a "caution" or "clear" signal is not displayed, and if unable to communicate with the train dispatcher, train will wait two minutes and then proceed at a speed not to exceed ten (10) miles per hour to the next signal expecting to find the block oc-

cupied, a switch open, or the track broken or otherwise obstructed; if on arrival at the next signal in advance a "caution" or "clear" signal is not displayed, train will stop and then proceed as before to the next block and repeat the operation until a "caution" or "clear" signal is displayed. In foggy weather train must be operated so it can be stopped within length of vision.

(b) On single track if a "caution" or "clear" signal is not displayed, conductor will call train dispatcher immediately and if unable to communicate with him, will protect rear end of train as per rules 99 and 100, (crew of only two men will protect rear by using double set of torpedoes and fusees) and then proceed to the next signal and unless there is a clear vision for 2,000 feet be in advance of train at least 1,500 feet, at which distance train may proceed to the next signal expecting to find the block occupied, a switch open or track broken or otherwise obstructed. If there is a clear, unobstructed vision for a distance of 2,000 feet, flagging may be done by both motorman and conductor riding in front of car and proceeding at a rate of speed sufficiently slow to observe and stop before running into an open switch, broken rail, train occupying the block or other obstructions. If, on arriving at the next signal in advance, a "caution" or "clear" signal is not displayed, conductor will call train dispatcher immediately, and, if unable to communicate with him, train will proceed to the next signal under protection of flag as before and repeat the operation until a "caution" or "clear" signal is displayed. In all cases, when train is compelled to flag through a block, train dispatcher should be communicated with at first available telephone.

The weather of the afternoon of the third day of October was clear and the main track of the railway from Willow Junction towards Tacoma for a long distance is practically straight and nothing thereon to obstruct the view of those operating trains. Under Rule 5 it was not necessary, owing to the condition of the track and the weather, for Conductor Hunt, Motorman Case or Collector Bowman to have walked ahead of train 20 and flagged it through the danger zone. It was, however, their duty under Rule 5 to have operated the train at a rate of speed not to exceed ten miles an hour and to have at all times had the train under control anticipating an open switch, a broken rail, an obstruction causing a short circuit, or other matters dangerous to train operation, and this rule also contemplates that either the conductor or the collector should have been with the motorman using a flag.

Train No. 20 left Bay street at 4:50 o'clock p. m., October 3d, and was wrecked on the Puyallup Short Line about 150 feet from the main line at Willow Junction at 4.54 p. m. of said day. The distance between Bay street and Willow Junction is 2.38 miles. Motorman Case claims that he ran at a low rate of speed over the Puyallup River bridge and trestle. If he did this he must have operated his train the balance of the distance at a rate of speed of upwards of thirty miles an hour.

That train No. 20 when it struck the open switch at Willow Junction was running at least thirty miles an hour is made clear by the testimony of the operator at Willow Junction and also the track superintendent who both observed train No. 20 as it passed through the open switch. Train Dispatcher Nelson after giving the disregard order at Bay street to train 20 called the operator at Willow Junction and being informed that the semaphore showed danger at that point, he instructed the operator to give train No. 20 an order to disregard block 44 under Rule 5. The operator at Willow Junction wrote down the order given him by Train Dispatcher Nelson and it is as follows:

Train Order No. 14

October 3, 1916.

To Conductor and Motorman Train No. 20, at Willow Junction:

Disregard block signals Willow Junction to Milton. Rule 5.

4:52 p. m..

O. C. M., Superintendent.

Lewin, Operator.

As train No. 20 was approaching block 44 the operator at Willow Junction, standing upon the platform with hoop in hand, order 14 attached, gave a high-ball to train No. 20. Motorman Case observed the high-ball signal and he sped up his train and when about 100 or 150 feet from the open switch at Willow Junction he observed its condition and at the same time Collector Bowman, who was riding in the cab with the motorman, noticed the same.

The Puyallup Short Line as it leaves the main line at Willow Junction for a distance of about 300 feet has a radius of some 18 degrees. The outer rail of the curve is raised above the inner rail. When Motorman Case observed the open switch he applied his air and the brakes were set and when on the curve the train climbed and left the track and toppled over into the ditch in accordance with the law of centrifugal force superinduced by the friction of the car wheels upon the track, caused by the brakes being set.

The evidence shows that the block system of the Puget Sound Electric Railway Company was operating as it was designed to operate, that is, it set the signals as it should have set them, the switch being open at Willow Junction. An examination of the wrecked cars showed their flanges to be in proper condition. The switchhead at Willow Junction is so immediately in line with the power poles of the railway company as to cut out a fair view of the target of the switch for a sufficient distance. The switch, however, was in proper working condition. There were thirty-six passengers on train No. 20 when it was wrecked, none of whom was killed or mortally injured. All were more or less bruised and many cut by broken glass. That some were not killed or maimed is miraculous.

We are of the opinion that the initial cause of the accident was the open switch at Willow Junction. We are forced to the conclusion that

this switch was left open or lined with the Puyallup Short Line by Conductor Keatley. We would not be warranted in assuming that some designing person in broad daylight, in view of the operator at Willow Junction and the section foreman and his help working nearby, would go to the switch, unlock it and line it and relock it for the Puyallup Short Line. The operator at Milton substation states that he observed signal arm on block 69, which is in the same zone with block 44, at 4:36 or 4:37 p. m. of the 3d inst., and the arm was down. He also observed when it came clear and this was about 4:57 p. m. of that date. According to the statement of Mr. C. A. Baldwin, chief signal operator, opening the switch at Willow Junction while train 243 was between Willow Junction and the Bay street station, the Bay street station signal could not have been but at red or danger. We are not, however, disposed to unduly censure Conductor Keatley, as his fault at most was a mental lapse or aberration, a human defect that will ever be with us. Conductor Hunt is not without fault. It was his duty, having received disregard order 12, to watch the speed of his train and not to have left the whole responsibility of its operation upon the motorman. Collector Bowman should have been in the cab with the motorman, using the flag. While under the rules of the company the conductor and motorman are equally responsible for the operation of a train, nevertheless we feel that the greater responsibility for the speed of a train is with the motorman than with a conductor, for he is the one immediately and constantly in charge. At signal No. 22 he received disregard order No. 12, under Rule 5. After he received this order, he should have been conscious of the fact that he had in his keeping the lives and limbs of thirty-six human beings. That probably these people had friends, relatives, and many of them dependents, who would be grieved and damaged by their loss or injury. In seeming oblivion of his charge and the rights and responsibilities of his employer he drove his train at reckless speed until it was ditched, and loss, pain and suffering ensued.

We cannot pass the faults of the trainmen in this matter without calling their attention to the fact that the workingmen are demanding of this Commission that we compel public utilities to adopt all modern safety devices, that the laborer may have a safe place in which to work and the public be protected. The use of modern devices would be of little or no value if the trainmen are derelict in their duty in failing to observe rules adopted by company for safety of train movements.

We recommend that the switchhead at Willow Junction be so arranged that it can be readily seen by the approaching trains.

That all persons at fault shall be disciplined according to the rules of the company.

No. 4050.

Investigation of accident at South Cheney, February 20, 1916 (rear end collision), between Northern Pacific trains Nos. 2 and 42, being detoured as second and third sections of S. P. & S. train No. 4, over the tracks of the Spokane, Portland & Seattle Railway Company.

FINDINGS AND RECOMMENDATIONS.

As directed by statute, the Public Service Commission of Washington investigated this accident at a hearing held in the town of Cheney, Washington, on the 23d day of February, 1916. The hearing was conducted by Commissioner Arthur A. Lewis, assisted by the Commission's inspectors of tracks and safety appliances, J. F. Reardan and Thomas S. McEachran.

The Interstate Commerce Commission was represented by its inspectors George B. Winters, Esq., and W. E. Weeks, Esq.; the Spokane, Portland & Seattle Railway Company was represented by its attorney, C. A. Hart, Esq., and the Northern Pacific Railway Company was represented by Judge George T. Reid, its attorney.

Witnesses were sworn and testified and an exhaustive examination made to ascertain the cause of the accident, and fix the responsibility therefor.

1. On February 20, 1916, the Northern Pacific Railway Company's trains No. 42, known as the "Burlington" and No. 2, known as the "North Coast Limited," eastbound, were being detoured over the tracks of the Spokane, Portland & Seattle Railway Company from Pasco east, on account of heavy washouts on the Northern Pacific Railway, east of Pasco.

2. In accordance with the railroad rules governing the operation of trains, the said trains, after entering upon the tracks of the S., P. & S. Railway Company, were operated under the S., P. & S. rules and supervision. Train No. 42 became the second section of S., P. & S. train No. 4, and Train No. 2 became the third section of S., P. & S. train No. 4, and will be referred to in this report as such.

According to the train sheet in evidence in this case, First No. 4, the regular S., P. & S. train, left Pasco on February 20, 1916, at 3:10 a. m., fifty-five minutes late, in charge of Conductor J. W. Welsh and Engineer George Koontz, and passed South Cheney at 7:30 a. m., one hour and twenty-three minutes late.

Second No. 4 left Pasco at 3:20 a. m., one hour and five minutes late, in charge of Conductor John P. LaViolette, Engineer Charles H. Smith, with Flagman Casper G. Lude, and arrived at South Cheney at 7:40 a. m., one hour and thirty-three minutes late.

Third No. 4 left Pasco at 4 o'clock a. m., one hour and forty-five minutes late, in charge of Conductor A. K. Wilkins and Engineer John Gander, with Flagman E. M. Butler, and collided with the rear end of Second No. 4 about 700 feet west of the depot at South Cheney at 7:48 a. m., one hour and thirty-six minutes late.

The trains consisted of the following equipment: Second No. 4—Engine 2201, with nine cars, including sleeping car Crookston, which is of wood construction, followed by chair car Q4448, which is also of wood construction with a steel underframe, which was the rear car of the train and unoccupied. Third No. 4 consisted of Engine 2211 and nine cars.

The effect of the collision was that the sleeping car Crookston was almost completely telescoped by car Q4448, killing five persons and injuring four in the car Crookston, also injuring several persons in other coaches of both trains.

At the time of the accident the S., P. & S. road was the only piece of track open through to the coast and in addition to their own business was handling practically all traffic between Spokane and Pasco from the Northern Pacific and Great Northern railways and a few days previous the Chicago, Milwaukee & St. Paul trains. These foreign trains were handled by crews from the railroads on which the trains originated, all being to a great extent unfamiliar with the physical conditions of the territory upon which they were forced to operate. The Northern Pacific crews, however, were more familiar with this piece of track than were the other foreign crews due to the fact that their eastern bound freight business is all handled over the S., P. & S. road and their passenger crews had been more frequently diverted to this road. To handle this temporary abnormal business (that had increased from approximately ten to thirty trains a day), the officials of the S., P. & S. Railway found it necessary on short notice to employ additional men, particularly operators and train dispatchers. On account of the recent heavy storms there were numerous stretches of bad track on this line which had to be covered by special slow orders which militated against the expeditious handling of trains. On the night of the accident the weather was more or less foggy over the entire district and called for careful operation. The S., P. & S. Railway has neither automatic nor manual block facilities, the trains being handled by train order system, which practically conforms to the standard rules; the material exception being provisions covered by special bulletin No. 778, requiring all trains running in the same direction to be kept ten minutes apart. This bulletin especially calls the attention of the operators and train dispatchers to this requirement and the evidence shows that officials had impressed upon them the duty of blocking trains at their stations for ten minutes without further instructions and also that train crews, when they had a knowledge of the location of the preceding train to guide them, were expected to space themselves ten minutes at non-telegraphic stations.

The first and second sections of No. 4 were running approximately ten minutes apart at all stations from Pasco to Lamont, a distance of 105 miles. At some points, second No. 4 had received warning of the position of first section by a ten-minute fusee dropped from the first section, although the testimony shows that second No. 4 had at fre-

quent intervals left similar danger signals behind, but none were seen by third No. 4, which arrived at Lamont at 7:06 a. m., 18 minutes behind the second section, having closed up 22 minutes in covering this distance from Pasco, where they were 40 minutes behind.

All three sections had special slow orders issued ten days previous not to exceed thirty miles per hour from Amber to South Cheney, a distance of 10.6 miles; also an order issued February 18 to run carefully and slow down for a broken rail at a point about three and one-half miles west of South Cheney. The evidence shows that this broken rail had been replaced on the 18th, but the order had not been lifted. First No. 4 also had order No. 18 to run one hour late from Lamont to South Cheney, and order No. 32 to wait at Amber until 7:10 a. m. and at Mock until 7:20 a. m. for extra 356 west. Neither order No. 18 nor No. 32 were given to second or third No. 4.

First No. 4 left Lamont at 6:40 a. m.; second No. 4 at 6:52 a. m., and third No. 4 at 7:09 a. m., according to record on the train sheet.

First No. 4 arrived at Amber at 7:05 a. m., departing at 7:10 a. m., being held back five minutes by order No. 18. Second No. 4 arrived at Amber at 7:15 a. m., departing at 7:20 a. m., being blocked five minutes by the operator as required by the bulletin No. 778. Third No. 4 is reported as passing by Amber without stopping at 7:30 a. m., ten minutes after the second section had left from a standing start.

Third No. 4 still had received no warning as to how close they were to a train ahead. The time of third No. 4 at Amber is in dispute. The engineer testified that he passed at 7:26 a. m. The operator at Amber was a new employee on the S., P. & S., this being his third night on duty. He said he did not hear the engineer of third No. 4 call for the signal but gave it to him when the agent who was on the depot platform called his attention to the whistle and told him to give the train the clear signal. The agent gave the same testimony, but both claim the time was 7:30 a. m. The operator at Amber testified to reporting to the dispatcher at 7:31 a. m. the fact that third No. 4 had passed his station at 7:30 a. m. The dispatcher testified that he did not receive this report until after the accident had happened at South Cheney at 7:43 a. m. The engineer on extra No. 356 west at Mock, a blind siding, testified that first No. 4 passed that point at 7:16 a. m. This, if correct, shows them going from a standing start at Amber to Mock, a distance of 5.1 miles, ascending a grade of approximately four-tenths of one per cent in six minutes, an unreasonable operation.

He reported second No. 4 by Mock at 7:27 a. m., seven minutes after their leaving time at Amber and third No. 4 by Mock at 7:34 a. m.; first and third No. 4's passing time at Mock was corroborated by the fireman of engine 356. If both this testimony and the record of the operator at Amber for third No. 4 were correct, it would show the distance between these points, 5.1 miles, to have been covered in four minutes, or at a rate of 76 miles per hour, which is very unlikely. Taken with the figures given by the engineer of third No. 4, it would

show eight minutes for this distance, or 39 miles per hour. The testimony shows these two passenger trains seven minutes apart at Mock, with second No. 4 running 30 miles per hour and third No. 4 running 40 miles per hour and the engineer of the last train still with no warning of his proximity of the train ahead. First No. 4 slowed down going into South Cheney and the flagman dropped a yellow fusee. The engineer of second No. 4 testified to discovering this caution signal about 2,500 feet west of the depot and to bringing his train under control at once and proceeding slowly to the depot. This would tend to still further shorten the distance between the second and third sections. The flagman on second No. 4 did not throw off a fusee coming into South Cheney, but testified that he dropped one as a warning to the following train where his train slowed down at the point where the broken rail had been, about three and one-half miles west of South Cheney.

The testimony of the engineer and fireman on third No. 4 does not show this fusee to have been discovered although had it been thrown off at this point it should have been burning at the time they passed. The operator's record at South Cheney shows first No. 4 passing that point at 7:30 a. m. The conductor of this train testified that it passed at 7:31 or 7:32 a. m. The evidence of the conductor and engineer of second No. 4 agree with the office records and fix the time of the arrival of second No. 4 at 7:40 a. m. The evidence of the office records at South Cheney and the engineer and the conductor of second No. 4 establish the time of arrival of third No. 4 and the collision at 7:43 a. m.

When second No. 4 arrived at South Cheney, the testimony shows the weather to have been very foggy. The conductor went at once into the telegraph office to get his orders renewed without noticing whether his flagman had taken any steps to protect his train. The flagman stood a short time at the rear end of the train then went back with his danger signal and according to all testimony was approximately 600 feet from the rear of his train when the engineer of third No. 4 saw his signal. He used a red fusee with which to flag the following train. The engineer of third No. 4 did everything possible from the time he received the signal in trying to stop his train to prevent an accident. Previous to seeing the signal he had made a service application of the air brakes preparatory to stopping at the station and it was impossible for him thereafter to get the effect of the emergency brakes. All appliances were shown to have been in good working order. The speed at which the testimony shows third No. 4 to have been traveling at the time he saw the danger signal is given as 20 miles per hour but is open to doubt in view of the distance the train afterwards ran before colliding and the damage done to the other train.

Approaching South Cheney from the west, the track shows a tangent of about one and one half miles long on a descending grade of four tenths of one per cent excepting about 800 feet of track commenc-

ing at a point approximately 2,200 feet west of the depot, which piece of track is at grade.

The immediate cause of the accident was the lack of warning given to third No. 4 of the position of the train ahead and the short distance given in which to stop this train at the point of accident. Had the flagman of second No. 4 thrown off a lighted fusee when his train slowed down approaching South Cheney, it would, if the following train had not disregarded it, have prevented the accident. Had the conductor of the second No. 4 given the protection of his train more personal attention and supervised the action of his flagman more carefully, this would likely have been done. If the engineer on third No. 4 found a lighted fusee where the broken rail had been and disregarded it he is not excusable for doing so. In any case his judgment in approaching a known stopping point in foggy weather without having his train under better control is open to criticism, although he was entitled to receive sufficient warning to enable him to stop from the maximum speed allowed at all times.

Although the slow order was not intended as a protection from this class of accident, the disregard of it by the engineer of third No. 4 contributed to bringing the two trains closer together and subjects the engineer to criticism.

Had the train dispatcher used what he testified would be good practice and given second and third No. 4 a copy of order No. 18, the engineer of third No. 4 would have been apprised of the position of the preceding trains and so warned of his proximity to them. He would also have been required with that knowledge in connection with Bulletin No. 778 not to have passed Amber until 7:30 a. m. nor have passed Mock until 7:40 a. m. and so could not have arrived at South Cheney at 7:43 a. m., which was the time the accident occurred, and would doubtless have exercised more care approaching the station at South Cheney.

The evidence shown by the train sheet discloses the fact that the ten-minute spacing rule required by bulletin No. 778 had been deviated from on numerous occasions with the knowledge of the officials prior to this accident.

In conclusion, the Commission finds that the wreck was made possible through the several contributory causes herein mentioned and that the participating officers and employees were negligent in their duty in not better safe-guarding the movement of their trains under the unusual conditions known to exist at the time of the accident.

The railroad, its officers and employees in this state have gone through a most trying ordeal in the last two months occasioned by the unusual snow conditions and the high water resulting therefrom, conditions which have taxed the strength and judgment of all concerned. Roads have been blocked with snow and miles of road bed rendered impassable by washouts, necessitating the detouring of trains over foreign lines in order that the commerce of the country might be carried

on. The Commission is not unmindful of the difficulties which the operating officials and train men have had to contend with in battling with the elements. The fact, however, that what has happened may happen again and also the fact that the superintendents of both railroads concerned testified that the application of rules, particularly the flagging of trains at station stops, must be left to the judgment of the individual employees shows the necessity of some additional safeguard.

The Commission recommends:

1. That the Northern Pacific train and engine crews on the Pasco division who have not already passed the S., P. & S. examination on transportation rules be examined on same.

2. That all bulletins be posted at the recognized points where bulletin boards or books are kept and that these bulletin notices be removed every six months and any that are still desired to be kept in effect be reissued.

3. That all bulletins affecting the operation of trains as important and permanent as the ten-minute blocking at stations be printed on the time card or made a supplement to the book of rules.

4. That on all districts where trains are not protected by automatic or manual block systems passenger trains be required to run not less than fifteen minutes apart, except in closing up at passing points.

5. That a copy of all train orders issued be given to all trains that may be affected by the restrictions contained therein.

6. The Commission recognizes that the most effective known safeguard is a complete automatic block system and that railroad companies are establishing such protection on districts where traffic is heavy, but in view of the fact that this would require much time to install and a large expenditure of money, and that a safeguard which can be more expeditiously constructed is required as a protection against the recurrence of accidents such as happened at South Cheney, feels that this can be provided by an automatic semaphore system at stations and so recommends.

The financial outlay necessary to establish such a protection at this time would not be wasted, as the system could be used in connection with any subsequent automatic construction desired.

The Commission will hold a hearing or hearings for the purpose of permitting all interested parties to appear and show cause if any why the foregoing recommendations should not be adopted and put in effect.

INFORMAL INVESTIGATIONS.

The following listed accidents were investigated by the Commission's inspectors of safety appliances, who made a written report to the Commission in each case.

It appearing from the inspectors' reports and statements of witnesses submitted therewith that none of these accidents was due to

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insufficient or improper equipment or to insufficient or improper rules or practices, enforced or permitted by the public utility involved, the Commission found that there existed no reason for the Commission to hold a formal hearing for further investigation thereof.

No. 1853. On line of Oregon-Washington Railroad & Navigation Company. Charles Gordon, auto driver, struck and fatally injured by Milwaukee freight train, at South Elma, January 21, 1916.

No. 1860. Northern Pacific Railway. Miss Bertha Nelson, pedestrian, run over and fatally injured by passenger train at Spokane, January 10, 1916.

No. 1882. Spokane & Inland Empire Railroad. F. S. Scharf, pedestrian, struck and killed by switch engine at Spokane, February 9, 1915.

No. 1893. Great Northern Railway. Albert Peterson, auto driver, struck and killed by light engine at Interbay, March 30, 1915.

No. 1899. Great Northern Railway. Mrs. Bertha Butler, pedestrian, run over and fatally injured at Spokane, March 1, 1915.

No. 1950. Great Northern Railway. Tom Carlos and George Kardaras, laborers, struck and fatally injured by boom of derrick at Garfield bridge, Seattle, July 27, 1915.

No. 4004. Seattle yards, King street station. M. Hayashi, section hand, run over and killed by switch engine No. 1104, while moving coaches, November 20, 1915.

No. 4007. Chicago, Milwaukee & St. Paul Railway. John Wiley, employee, struck and killed by steam shovel dipper, at Sumner, December 12, 1915.

No. 4016. Northern Pacific Railway. Mrs. M. F. Porter, pedestrian, struck and killed by passenger train at Puyallup, January 7, 1916.

No. 4046. Northern Pacific Railway. Porter McCall and George Campbell, driving in automobile, struck and fatally injured by train, at Sumner, February 15, 1916.

No. 4052. Great Northern Railway. Tekegoro Takashi, extra gang laborer, struck and killed by light engine No. 960, in Seattle yards, November 25, 1915.

No. 4054. Chicago, Milwaukee & St. Paul Railway. Otto Roberts, brakeman, killed by derailment of train No. 18 at Freeman, December 1, 1915.

No. 4057. Chicago, Milwaukee & St. Paul Railway. Bridget Hines, driving in automobile, struck and fatally injured by engine No. 856, at Renton, January 11, 1916.

No. 4059. Puget Sound Traction, Light & Power Company. Thomas H. Edwards, riding in automobile, struck and fatally injured by street car No. 281 at Seattle, February 18, 1916.

No. 4067. Oregon-Washington Railroad & Navigation Company. Byron B. and Elmer E. Foreman, riding in automobile, struck and fatally injured by train No. 41, at Granger station, March 6, 1916.

No. 4081. Oregon-Washington Railroad & Navigation Company. W. D. Wilton, trespasser, struck and killed by engine No. 178 at Hoquiam, March 25, 1916.

No. 4082. Northern Pacific Railway. George D. Duffield, car checker, struck by cars being coupled.

No. 4083. Blakely Railroad. Andy Dahl, section hand, struck and killed by Engine No. 1, near McCleary, March 23, 1916.

No. 4084. Northern Pacific Railway. Ed Stein, laborer, (not an employee) threw himself on track in front of train and was fatally injured at Argo, March 25, 1916.

No. 4089. Northern Pacific Railway. Unknown boy, about eighteen years old, fell under coach of train No. 437, Seattle, March 29, 1916.

No. 4090. Great Northern Railway. John Troskas, E. Ishida and Tom Millernas, section men, killed by snowslide, one and one half miles west of Leavenworth, February 16, 1916.

No. 4091. Puget Sound Traction, Light & Power Company. W. H. Johnson, pedestrian, struck and killed by street car, Seattle, March 17, 1916.

No. 4094. Northern Pacific Railway. George A. Reeder and Thomas J. Woodard, driving in automobile, struck and killed by train No. 2 east of Lind, September 26, 1915.

No. 4096. Oregon-Washington Railroad & Navigation Company. A. T. Lane, pedestrian, struck and killed by train No. 7, at Farmington, March 31, 1916.

No. 4102. Puget Sound Traction, Light & Power Company and Oregon-Washington Railroad & Navigation Company. Mrs. J. W. Simmie, passenger, killed in collision between two above named railway company's trains, Seattle, April 11, 1916.

No. 4103. Chicago, Milwaukee & St. Paul Railway. C. F. Brown, switch foreman, thrown off car and killed by duplex telephone wires, Everett, April 13, 1916.

No. 4109. Great Northern Railway. Joseph Cannon, trespasser, killed by train, Chiwaukum, April 19, 1916.

No. 4112. Great Northern Railway. Ida A. Bratt, trespasser, killed by train, Richmond Beach, November 19, 1915.

No. 4125. Chicago, Milwaukee & St. Paul Railway. Bert Louisell, brakeman, fell from car, Kittitas, March 4, 1916.

No. 4126. Puget Sound Traction, Light & Power Co. Harry Dols, employee, fell from top of repair car and killed, Bellingham, May 2, 1916.

No. 4127. Puget Sound Traction, Light & Power Co. Harry A. Titcomb, employee, electrocuted, Bellingham, May 5, 1916.

No. 4128. Great Northern Railway. C. F. Collbits, chainman engineering party, electrocuted, near Drury, May 5, 1916.

No. 4131. Northern Pacific Railway. Pete Shibley, trespasser, found dead in box car, Montesano, May 9, 1916.

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No. 4132. Spokane & Inland Empire Railway. W. Johnson, line-man's helper, run over and killed by work extra No. 604, at Trestle Creek, May 9, 1916.

No. 4133. Spokane, Portland & Seattle Railway. Harold F. Weigand, switchman, run over and killed by switch engine No. 8, Vancouver, Wash., March 9, 1916.

No. 4134. Pacific Traction Co. J. E. Watson, driving automobile, run down by work train and injured, Tacoma, May 9, 1916.

No. 4138. Northern Pacific Railway. Hugh Manly, crossing watchman, struck by switch engine No. 1202, Tacoma, May 17, 1916.

No. 4140. Great Northern Railway. Fred Johnson, contractor's employee, struck and killed by train No. 36, near Meadowdale, May 18, 1916.

No. 4142. Northern Pacific Railway. R. M. Loomis, switchman, knocked down and killed by engine No. 2130, Centralia, May 21, 1916.

No. 4148. Great Northern Railway. Erick Bjelland, pedestrian, struck and killed by engine No. 1054, Brenan, April 25, 1916.

No. 4149. Seattle, Renton & Southern Railway. Frank E. Skagerlind, inspector of streets of Seattle, struck and killed by car No. 112, Seattle, April 4, 1916.

No. 4157. Northern Pacific Railway. Edward Johnson, pedestrian, struck and killed by train No. 418, Puyallup, June 5, 1916.

No. 4158. Washington Water Power Co. Giovone Bonetto, employee of contractor, electrocuted, Mica, June 14, 1916.

No. 4159. Oregon-Washington Railroad & Navigation Co. W. Martin, trespasser, struck and killed by train No. 71, near Pampa, June 5, 1916.

No. 4160. Washington Water Power Co. Jessie Smith, boy eight years old, climbed to top of transformer, electrocuted, Hartline, June 8, 1916.

No. 4164. Peninsular Railway. Sam Dumovich, brakeman, struck and killed by train, Shelton, June 15, 1916.

No. 4166. Northern Pacific Railway. Arthur McDonald, eleven year old boy, run over and killed by engine No. 1108, Fremont, June 21, 1916.

No. 4169. Northern Pacific Railway. A. W. Baird and George Clark, section foreman and section laborer, respectively, struck and killed by train extra 1600, Renton, June 26, 1916.

No. 4170. Northern Pacific Railway. Faxon Booth, driving team, struck and killed by engine No. 1221, Roslyn, June 28, 1916.

No. 4174. Oregon-Washington Railroad & Navigation Co. Fred Roberts and wife, riding in automobile struck and seriously injured by train No. 13, Dishman, July 4, 1916.

No. 4175. Great Northern Railway. John Johnson, George Ellis and Joe King, contractor's employees, killed by falling rock, Embro, July 3, 1916.

No. 4182. Northern Pacific Railway. Natalio Dalcero, trespasser, struck and killed by train No. 4006, between Kanasket and Palmer Junction, July 15, 1916.

No. 4183. Great Northern Railway. Two year old son of John Johnson, struck by freight train No. 711, Custer, July 16, 1916.

No. 4184. Chicago, Milwaukee & St. Paul Railway. John Cincynski, Paul Cincynski and Ed Abel, riding in automobile, struck and killed by train No. 118, North Puyallup, July 16, 1916.

No. 4191. Puget Sound & Willapa Harbor Railway. C. E. Ward, brakeman, struck and killed by train No. 62, Doty, July 22, 1916.

No. 4192. Northern Pacific Railway. Diminick Jerry, (Indian) trespasser, run over and killed by train, East Auburn, July 23, 1916.

No. 4195. Washington Water Power Co. Joseph Wadsworth, employee, struck and killed by piece of steel, Cheney, July 7, 1916.

No. 4201. Northern Pacific Railway. Unknown colored man, trespasser, struck and killed by train No. 444, near Prairie, August 12, 1916.

No. 4202. Chicago, Milwaukee & St. Paul Railway. Arthur Donnelly, trespasser, fell under freight train and killed, Tekoa, August 15, 1916.

No. 4203. Pacific Northwest Traction Co. M. S. Field, riding in automobile, struck and killed by train No. 8, Esperance, August 16, 1916.

No. 4213. Great Northern Railway. Uzu Mayami, section laborer, struck and killed by switch engine No. 383, Delta, September 1, 1916.

No. 4214. Great Northern Railway Co. John Green, laborer, struck and killed by train No. 3, Meadowdale, August 26, 1916.

No. 4215. Tacoma Railway & Power Co. Lester Bishop, riding bicycle, struck and killed by street car No. 140, Tacoma, August 31, 1916.

No. 4216. Northern Pacific Railway. Unknown man, trespasser, struck and killed by train No. 318, Yakima City, September 3, 1916.

No. 4217. Northern Pacific Railway. Mrs. M. J. Phillips, crossing track, struck and killed by train No. 316, Wilbur, September 3, 1916.

No. 4218. Northern Pacific Railway. William Klinefelter, brakeman, fell under train 982 and killed, Wilkeson, August 26, 1916.

No. 4222. Northern Pacific Railway. Mike D. Gloa, section laborer, fell under train No. 47 and killed, Palmer Junction, September 15, 1916.

No. 4226. Northern Pacific Railway. Ole Rustin, brakeman, fell under cars and was killed, Skykomish, September 23, 1916.

No. 4232. Great Northern Railway. Dan Holmes, carpenter, fell from top of bridge and killed, Seattle, October 6, 1916.

REPORT OF GRADE CROSSING DEPARTMENT.

OLYMPIA, WASHINGTON, December 1, 1916.

The Public Service Commission of Washington.

GENTLEMEN: Following the completion of the field work of the examination of dangerous grade crossings reported to the Commission by various counties in the fall of 1914, a study of the reports on crossings examined was made by the Commission. These reports showed that the lists of dangerous grade crossings which had been furnished the Commission by various counties were, in many instances, far from complete. In fact the Commission's grade crossing engineers found many crossings in several counties which were more important and more dangerous than those reported by such counties. It was apparent that the lists furnished the Commission by the counties should not be accepted as a basis for this work. To make such lists the foundation of a grade crossing survey would result in doing the work by piece meal and consequently the grade crossing examiners would frequently be sent to districts where they had previously examined crossings reported as dangerous for the purpose of examining other crossings which would be brought to the attention of the Commission from time to time.

It was therefore decided to make a complete survey of all grade crossings in the state theretofore examined. In pursuance of this plan a card form of report was prepared providing blanks for indicating the amount of highway traffic, railway traffic, condition of planking, location of whistle posts, standard and special signs, and other means of protection, such as automatic alarm bells, flagmen, etc., if any, maintained at the various crossings. These cards are 9¾ inches by 14¼ inches and provide ample space on the face thereof for sketches showing the railway and highway alignment, the crossing, location of nearest section lines, embankments, buildings or other obstructions to the views of travelers on the highway, and profile of highway on either side of crossing. The back of the card is ruled for additional information relating to conditions affecting the use of the crossing, and recommendations for elimination, relocation or improvement thereof. During the winter of 1914-15 sketches were made on the face of these cards showing the alignment of the railroad on either side of the crossing, location of nearest section lines, station buildings, side tracks and other material data available from the right of way maps of the various railways in the state.

During the summer of 1915 the Commission's grade crossing engineers examined 2,833 crossings, covering 3,853 miles of main line and branch line trackage. The crossing cards were completed by sketching in the highway, showing location of each crossing, the length of views

available to travelers on the highway in both directions along the railway from the crossing when approaching the crossing from either side. The views obtainable from the railway at points 50 feet and 100 feet from the track as well as at other points, when material, were shown. A profile of the highway on both sides of the crossing was shown on each card to indicate work necessary to provide a level crown in the highway extending 25 feet from the center line of the track on each side thereof with approaches not exceeding five per cent grade wherever practicable. The condition of the crossing, planking, location of whistle posts, whether or not standard or special crossing signs, or other protection were maintained, were shown. The volume of highway traffic, number of trains daily and time card speed of trains in the vicinity of the crossing were obtained and indicated on each card. Where there existed obstructions to views, such as embankments, buildings, brush or trees, the locations of same were sketched on the card.

Since November 30, 1915, a careful study of the crossings covered by these reports was made. Consideration was given to the peculiar conditions existing at and in the vicinity of each crossing, including in such consideration the amount and character of traffic on the highway, the number of trains operated over the crossing daily and the speed thereof when approaching the crossing, the lengths of views obtainable under existing conditions affecting such crossing and the lengths of views which would be obtainable by removal of brush, trees, embankments, buildings or other obstructions in the vicinity, the grades of the railway and the grades of the highway, approaching the crossing from both directions, the proximity of other crossings and highways in the vicinity and the practicability of diverting traffic without unreasonable expenditure or inconvenience, the practicability of separating grades, relocating the crossing to secure a safer grade crossing, or deflecting the highway to avoid the crossing, and all other factors naturally involved in such an inquiry.

Following this study all of the grade crossings covered thereby were classified. In making a classification of grade crossings no hard and fast rule can be followed. The undertaking requires the conscientious exercise of sound judgment, after giving due consideration to all of the conditions affecting the safety of the public and to all of the available methods of eliminating the crossing or improving same to minimize the hazard.

The grade crossings classified have been grouped in three classes, namely;

Class "A" includes all grade crossings where the degree of hazard and the amount and character of highway and railway traffic are such that, elimination, if practicable, is justified.

Class "B" includes all grade crossings where the degree of hazard and the amount and character of railway and highway traffic does not

justify elimination, but which should be improved if practicable, or protected by automatic alarm bells or flagmen.

Class "C" includes all grade crossings which are not covered by classes "A" and "B."

All of the grade crossings in the state on the following described lines, except as noted below, have been examined:

NORTHERN PACIFIC RAILWAY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
1.....	Main Line.....	Auburn to Moab
2.....	Coast Line, South.....	Seattle to Vancouver, Wash.
11.....	Coast Line, North.....	Seattle to Sumas
12.....	Grays Harbor Branch.....	Lakeview to Moclips
13.....	Palouse Branch.....	Marshall to Moscow
14.....	South Bend Branch.....	Chehalis to South Bend
15.....	Adrian Branch.....	Connell to Adco
16.....	Washington Central.....	Cheney to Adrian
17.....	Walla Walla Branch.....	Pasco to Dayton
18.....	Prairie Line.....	Tacoma to Tenino
19.....	Snoqualmie Branch.....	Woodinville to Sallal
20.....	Monte Cristo Branch.....	Hartford to Monte Cristo
21.....	Darrington Branch.....	Arlington to Darrington
22.....	Zillah Branch.....	Parker to Granger
45.....	Naches Branch.....	North Yakima to Naches City
46.....	Moxee Branch.....	North Yakima to Moxee
47.....	Buckley Branch.....	Palmer Jct. to Meeker
48.....	Yacolt Branch.....	Vancouver Jct. to Yacolt
49.....	Gate Branch.....	Centralia to Gate
50.....	Tumwater Branch.....	Tenino to Olympia
51.....	Elma Branch.....	Elma to Simpson
52.....	Ocosta Branch.....	Aberdeen Jct. to Bay City
53.....	Orting Branch.....	Orting to Electron
54.....	Crocker Branch.....	Crocker to Wingate
55.....	Burnett Branch.....	Cascade Jct. to Spiketon
56.....	Wilkeson Branch.....	Cascade Jct. to Fairfax
57.....	Green River Branch.....	Kanasket to Keniston
58.....	Roslyn Branch.....	Cle Elum to Lakeside
59.....	Belt Line.....	Woodinville to Black River
60.....	Everett Branch.....	Snohomish to Everett
61.....	Bellingham Branch.....	Wickersham to Bellingham
62.....	Sunnyside Branch.....	Sunnyside Jct. to Grandview
63.....	Cowiche Branch.....	Cowiche Jct. to Welkel
64.....	Simcoe Branch.....	Wesley to Farron
70.....	Genesee Branch.....	Pullman to Genesee
71.....	Farmington Branch.....	Belmont to Farmington
72.....	Seattle Branch.....	Davenport to Dennys
74.....	Du Pont Branch.....	Lakeview to Nisqually

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
3.....	Main Line.....	Juniper to Spokane
4.....	Main Line.....	Spofford to Spokane
23.....	Grays Harbor Branch.....	Centralia to Hoquiam
24.....	Yakima Branch.....	Attalia to North Yakima
25.....	Pleasant Valley Branch.....	Winona to Seltice
26.....	Wallula Branch.....	Wallula to Walla Walla
28.....	Connell Branch.....	La Crosse to Connell
75.....	Main Line.....	Ayer Jct. to Grange City Jct.
76.....	Moscow Branch.....	Colfax to Moscow
77.....	Pomeroy Branch.....	Starbuck to Pomeroy
78.....	Dayton Branch.....	Bowles to Turner
81.....	Sunnyside Branch.....	Midvale to Sunnyside
82.....	Wallace Branch.....	Tekoa to Tilma
85.....	Amwaco Branch.....	Bell to Ford

GREAT NORTHERN RAILWAY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
*5.....	Main Line.....	Seattle to Newport
6.....	Coast Line.....	Everett to Blaine
33.....	Anacortes Branch.....	Anacortes to Rockport
88.....	Cherry Valley Branch.....	Monroe to Tolt
91.....	Everett Belt Line.....	Everett to Union Slough
92.....	Yukon Branch.....	Belleville to Yukon

*Crossings examined between Seattle and Scenic and between Harrington and Newport, only, on the main line of the Great Northern Railway.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
7.....	Maine Line.....	Seattle to Mowry
34.....	Joint Coast Line.....	Black River to Tacoma
35.....	Coeur d'Alene Branch.....	Dishman to Spokane Bridge
36.....	Grays Harbor Branch.....	Salsich Jct. to Helsing Jct.
37.....	Tacoma Eastern Railway.....	Tacoma to Morton
38.....	Bellingham B. & B. C.....	Bellingham to Glacier
39.....	Everett Branch.....	Cedar Falls to Everett
40.....	Priest Rapids Branch.....	Beverley Jct. to Hanford
41.....	Warden Branch	Warden to Marcellus
93.....	Enumclaw Branch.....	Bagley Jct. to Enumclaw
94.....	Moses Lake Branch.....	Tiflis to Nepelle
95.....	Spokane Branch.....	Manito to Plummer
96.....	Ashford Branch.....	Park Jct. to Ashford
97.....	Ladd Branch.....	East Creek Jct. to Ladd
98.....	Puyallup Branch.....	Kapowsin to Puyallup River
99.....	Tidewater Branch.....	Tanwax Jct. to Tidewater
100.....	B. B. & B. C. Water Front Line..	Bellingham to Squallcum
101.....	Lynden Branch.....	Hampton to Lynden
133.....	P. S. & W. H.....	Chehalis to Raymond
125.....	Idaho & W. N. Ry.....	Tweedle to Metaline Falls

SPOKANE, PORTLAND & SEATTLE RAILWAY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
*8.....	Main Line.....	Vancouver to Spokane
104.....	Goldendale Branch.....	Lyle to Goldendale

*Crossings on the main line of Spokane, Portland and Seattle Railway have been examined between the stations of Carley and Spokane, only.

SPOKANE & INLAND EMPIRE RAILROAD.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
42.....	Main Line.....	Spokane to Colfax
43.....	Moscow Branch.....	Springvalley to Moscow
44.....	Coeur d'Alene Branch.....	Spokane to Spokane Bridge
102.....	Vera Branch.....	Spokane to Flora
103.....	Liberty Lake Branch...	Liberty Lake Jct. to Liberty Lake

PUGET SOUND ELECTRIC RAILWAY.

<i>Line Number</i>	<i>Name of Line</i>	<i>Termini</i>
*113.....	Main Line.....	Seattle to Tacoma
114.....	Orting Branch.....	Willow Jct. to Puyallup

*Crossings on the Puget Sound Electric Railway, main line, examined between Willow Junction and Tacoma, only.

Conferences between the Commission and representatives of the various railway lines upon which grade crossings have been examined and classified resulted in the adoption of a procedure under which the Commission should furnish each railway company with a statement containing a description of all class "A" crossings with data showing the conditions fixing the hazard and amount and character of highway and railway traffic, etc., and a statement containing descriptions of all class "B" crossings with data showing conditions which, in the judgment of the Commission, should be improved or eliminated and recommendations for the improvement or protection of such crossings; upon receipt of which statements the railway companies, in conjunction with proper county or city authorities, recommend plans for the elimination of class "A" crossings and should proceed with the improvements recommended for the class "B" crossings, it being understood that where the railway companies or the authorities of cities or towns affected, after investigation, believe elimination of any of the class "A" crossings to be impracticable or not justified, the Commission should be advised thereof and further proceedings in relation thereto would follow and that where the Commission's recommendations for the improvement of any of the class "B" crossings are deemed unreasonable the Commission should be advised thereof and reconsideration would be given to the particular crossings to the improvement of which objections were made.

In carrying out this procedure, more than 2,000 of the 2,833 crossings examined have been considered and informally passed upon and the Commission has called upon the various railway companies affected to submit plans for the elimination of the class "A" crossings, and has

recommended the improvement or protection of the class "B" crossings included in the crossings so considered and passed upon. The remainder of the grade crossings examined are being considered and passed upon as expeditiously as is possible. While the railway companies have made satisfactory progress in the investigation of class "A" crossings for preparation of plans of elimination and have reported improvements made on many class B crossings, as recommended by the Commission, their work has not reached the point where a detailed report thereof would be of value at this time. According to the proportion of class "A" and class "B" crossings to the number already considered and passed upon, it is estimated that of the total number of grade crossings examined, there are approximately 150 class "A" grade crossings and approximately 600 class "B" grade crossings, thus accounting for about 750 out of 2,833 grade crossings examined, leaving approximately 2,083 grade crossings in class "C." Class "C" covers all grade crossings where the amount and character of highway and railway traffic, considered in connection with the lengths of views available and other conditions affecting the use of such crossings, do not justify elimination, improvement or special protection. The cost of eliminating all of the class "A" grade crossings, which it is practicable to eliminate, and the cost of improving or protecting the class "B" crossings, while as yet not definitely determined, will probably be as much as may be reasonably required of the cities, towns, counties and railways affected during the coming biennium. It is therefore apparent that, for a considerable period of time, there must remain in use a large number of grade crossings where the lengths of views available exceed 1,000 feet and other conditions are as satisfactory as is reasonable to require for the time being. It is also apparent that there will be a considerable number of class "A" and class "B" grade crossings which cannot by reasonable expenditure be eliminated, or materially improved. Consideration of grade crossing accidents which have occurred during the past four years indicate that a large proportion of such accidents have been caused by the negligence of persons driving automobiles or motorcycles, rather than by limited views, or other unsatisfactory conditions. The number of motor vehicles used for conveyance of passengers for hire has greatly increased during recent years, and has, in the opinion of the writer, reached the point where some regulation for the protection of passengers riding in such vehicles is undoubtedly required. It is therefore recommended that legislation be enacted requiring all power-driven vehicles, used for the transportation of persons for hire, to be brought to a full stop at a point not less than ten feet, nor more than 100 feet from the nearest rail of the railway track, before crossing any railroad at grade, outside of the limits of cities authorized to frame their own charters.

Before the extended use of motor driven vehicles, the standard railroad crossing sign served the purpose of warning drivers on the

highway of their approach to grade crossings, but motor driven vehicles, traveling at a much higher speed than horse drawn vehicles, necessitate a warning sign located at least 300 feet from the crossing.

The warning sign should be of the type recommended by the National Association of Railway Commissioners.

The same act should also prohibit the painting, placing, erection, or maintenance of any sign, billboard, or advertising device upon any public highway in the state within 500 feet of any point where such highway or any branch thereof crosses a railroad at grade, except railway crossing signs, warning and stop signs and highway guide boards, without advertising matter or advertising device, maintained at cross highways or highway branches by highway authorities, and except business signs, in front of business places represented thereby, permitted by local ordinances within the limits of incorporated cities or towns, or by resolution of the board of county commissioners within the limits of their respective counties and outside the limits of incorporated cities or towns.

In emphasizing the necessity for such legislation, the writer urges careful consideration of the fact that it will be many years before a large proportion of the existing grade crossings can be eliminated, and of the further fact that many of the grade crossing accidents, involving motor driven vehicles, have occurred at grade crossings having views extending sufficient distances in either direction therefrom to enable drivers of automobiles or motorcycles, with the aid of warning signs proposed, and by exercising reasonable care, to avoid collision with trains.

Following the report of this department are copies of formal orders relating to elimination of grade crossings entered during the past year in cases where formal hearings were necessary, together with a list of new grade crossings investigated and allowed and a list of applications for new grade crossings denied during the same period.

Respectfully submitted,

B. O. GRAHAM.

Superintendent of Grade Crossing Department.

GRADE CROSSINGS ELIMINATED BY FORMAL ORDERS.

Following are copies of findings of fact and orders entered in formal proceedings for elimination of grade crossings between December 1st, 1915, and November 30th, 1916:

No. 4152.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON THE RELATION OF CITY OF SEDRO WOOLLEY, *Petitioner*, v. NORTHERN PACIFIC RAILWAY Co., *Respondent*.

Petition for protection of grade crossing.

The Northern Pacific Railway Company having re-installed a flagman at the grade crossing of the Northern Pacific Railway by State street in the city of Sedro Woolley, and the subject matter of the complaint in this proceeding having been thereby fully satisfied, it is ordered that the above entitled proceeding be and is hereby dismissed.

No. 1696.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY AND COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, *Respondents*.

This cause came on for hearing at Spokane, Washington, on September 12, 1914, Commissioners Arthur A. Lewis and Frank R. Spinning being present. Respondent, Great Northern Railway Company was represented by Judge F. V. Brown, its attorney. The Commissioners of Spokane county were represented by Mr. Allen Scott, one of the commissioners of said county and Mr. J. W. Strack, county engineer, Whereupon Mr. C. J. Colgan, the Commission's grade crossing engineer, was sworn and his report dated April 25, 1914, disclosing two possible plans for elimination of grade crossings hereinafter referred to, one by separation of grades on the established highway and the other by deflecting the established highway so as to avoid both of the grade crossings hereinafter referred to, was offered and received in evidence. The plan for eliminating such grade crossings by deflection of highway approved by the representatives of Spokane county and by the respondent, Great Northern Railway Company. Whereupon the proceeding was continued with the understanding that such plan would be adopted and that the commissioners of Spokane county would immediately proceed to secure the necessary right of way. Thereafter some objection to the deflection of the highway was interposed by property owners residing in the vicinity of said grade crossings and this proceeding was again assigned for hearing for the purpose of

affording such property owners an opportunity of presenting to the Commission their objections to the proposed deflection of the highway.

On March 11, 1916, this proceeding came on for hearing before the Public Service Commission of Washington at the assembly room of the Spokane Chamber of Commerce in Spokane, Washington, notice of such hearing having been served on all property owners affected by the proposed deflection of highway and published in the Spokane Chronicle, a newspaper of general circulation in the community where such grade crossings are situated, on March 8, 1916, such publication having appeared in the regular and entire issue of said newspaper more than two days prior to the date of said hearing. At said hearing Commissioners Arthur A. Lewis and Frank R. Spinning were present. The commissioners of Spokane county were represented by Messrs. Charles R. Howard, J. S. Bishop and W. H. McVey, members of the board of county commissioners of said county, and by Mr. J. W. Strack, county engineer. Respondent Great Northern Railway Company was represented by Mr. Thomas Balmer, its attorney. The following named property owners appeared in person:

F. B. Hayford, Cora B. Hayford, O. Scott, Leona J. Scott. Mr. W. M. Atkinson, an interested property owner, was represented by said F. B. Hayford. The board of supervisors of the West Spokane township was represented by Messrs. Robert A. Ehricks, Joseph Horner and Earl Shillian, members of said board.

Witnesses were sworn and examined and said hearing was concluded, after affording all persons and parties interested an opportunity to be heard and introduce evidence. The Commission having considered the evidence and being fully advised in the premises makes the following

FINDINGS OF FACT.

I

Respondent Great Northern Railway Company is a corporation owning, operating and maintaining a railway over and across section 5 and the northwest corner of section 8, township 25 north, range 42 east, W. M. Said railway intersects and crosses at grade a public highway known as Euclid road, at a point in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 8 at a point on said railway line about 100 feet, measured along the center line of said railway, southwesterly from the point of intersection of the north line of said section 8 by the center line of said railway, which grade crossing is hereinafter referred to as grade crossing No. 1. Said railway also intersects and crosses at grade said Euclid road at a point in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 5, at a point about 100 feet, measured along the center line of said railway from the point of intersection of the south line of said section 5 by the center line of said railway, said grade crossing being located about 190 feet east of the west line of said section 5, and being hereinafter referred to as grade crossing No. 2.

II

Said grade crossing No. 1 is located near the west end of a deep thorough cut through which said railway extends, the embankments of which thorough cut so obstruct and limit the view of travelers on the highway when approaching said grade crossing from either direction that such travelers are unable to see approaching trains or engines until within approximately 10 feet of the railway crossing. East bound trains approaching the crossing operate on a descending grade of one per cent for a considerable distance before and at the time of reaching said crossing, so that such trains when approaching the crossing are seldom using steam and travelers on the highway are seldom able to hear an east bound train approaching the crossing until the train is practically at the crossing. Conditions affecting the safety of travelers on the highway in relation to west bound trains are practically the same as the conditions hereinbefore described, with the exception that west bound trains approach the crossing on an ascending grade and the hazard is somewhat decreased by the noise attendant upon the operation of the trains on an ascending grade. This grade crossing is one of the most dangerous grade crossings, if not the most dangerous, which has come to the attention of the Commission. None of the parties to this proceeding and none of the interested property owners introduced any evidence tending to contradict the claim that said grade crossing is an exceptionally dangerous one, or to controvert the proposition that the dangerous condition of such grade crossing justifies the expenditure of a very substantial sum of money to secure the elimination thereof.

III

Grade crossing No. 2 is located at or near the westerly end of an embankment which is located on the northerly side of the railway between the railway and the highway, and which extends from a point very near the grade crossing to a point approximately one quarter of a mile southeasterly therefrom. The top of this embankment is approximately six feet higher than the railway track, while the highway which substantially parallels the railway from this grade crossing easterly, a distance of about one quarter of a mile, is at several points located on ground considerably lower than the railway track. Travelers proceeding westerly on the highway when at points from one quarter to one half mile, are able to secure a fairly satisfactory view of the railway track opposite that portion of the highway, but when such travelers reach a point about one-quarter of a mile westerly from the crossing they are unable to secure a satisfactory view of the railway track or west bound trains approaching the crossing until such travelers reach a point very close to the crossing, the exact distance not being shown by the testimony. The hazard caused by the obstruction referred to is somewhat decreased by the fact that west bound trains approaching the crossing, operate on an ascending grade

of about one per cent. Aside from the obstruction referred to, crossing No. 1 is not an extraordinarily dangerous grade crossing.

IV

Said grade crossing No. 1 is located approximately 2,200 feet on a direct line easterly from grade crossing No. 2. At a point on said Euclid road, about 750 feet west of grade crossing No. 1 a public highway extends from said Euclid road southerly through the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 8 and intersects said railway and crosses under the railway track at a point about 500 feet south of said Euclid road, which branch highway continues in a generally southerly direction, after passing under said railway track, at the point referred to and connects with a public road which leads into the city of Spokane and which public highway is also connected with other public highways in the vicinity. That the distance from said Euclid road where said public highway extends southerly therefrom to the city of Spokane via the route above described, on which said undercrossing is located, is from two-fifths to three-fifths of a mile longer than the distance between said point on said Euclid road where said highway extends southerly therefrom, to the city of Spokane via the Euclid road. That it is practicable, desirable and reasonable to divert the travel from said Euclid road to said public highway which extends southerly therefrom at the point hereinbefore described and on which said undercrossing is located, for the purpose of eliminating, closing and abandoning said grade crossing No. 1, and the public safety requires the diversion of such travel from said Euclid road and the elimination, closing and discontinuance of said grade crossing No. 1.

The Commission is satisfied that said grade crossing No. 1 must be eliminated either by constructing an undercrossing of said railway at or near the point where said grade crossing No. 1 is located, or by deflecting such highway and relocating and reconstructing same on the southerly side of said railway from a point near said grade crossing No. 1 to a point near said grade crossing No. 2, thereby eliminating both of said grade crossings. The adoption and completion of either of said plans will require a period of several months, but during such period said grade crossing No. 1 may be closed without material inconvenience to the public. As soon as the Commission's investigation concerning these crossings is completed a further order will be made and entered in this proceeding.

WHEREFORE, IT IS ORDERED, That said grade crossing No. 1 shall be closed and the travel on said highway diverted to said public highway which extends from said Euclid road southerly, and on which is located said undercrossing.

This order shall become effective and operative twenty days after service.

No. 1696.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY AND COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, *Respondents*.

SUPPLEMENTAL FINDINGS OF FACT AND ORDER.

The Commission having made and entered findings of fact in the above entitled proceeding on March 25, 1916, and having ordered that grade crossing No. 1, referred to in said findings, be closed and travel on said highway diverted to another channel, all of the findings of fact above referred to and made and entered on March 25, 1916, are hereby adopted and made a part of these findings, and in addition thereto the Commission, having considered the evidence and being fully advised in the premises, makes the following:

SUPPLEMENTAL FINDINGS OF FACT.

I

Three plans are disclosed by the evidence and have been submitted to the Commission for consideration. These plans will be referred to as plans "A," "B" and "C."

Plan "A" contemplates the separation of grades of said Great Northern Railway and said Euclid road at or near the point where grade crossing No. 1, described in the findings of fact entered March 25, 1916, is located. The adoption of this plan would result in the elimination of grade crossing No. 1, and the continued use of grade crossing No. 2. The Great Northern Railway has been permanently located for long distance in either direction from grade crossing No. 1 and the road bed, bridges, culverts and other structures used in connection therewith throughout such permanent location have been constructed in a permanent manner. Should separation of grades at grade crossing No. 1 be required the character of construction should be permanent. Plan "A" contemplates an undercrossing of the railway by the highway which would necessitate a structure suitable for carrying the railway over the highway. A permanent structure for carrying the railway over the highway would consist of concrete abutments with a steel span, the cost of which would be upwards of \$7,000. The cost of a wooden structure would be approximately \$3,600, and such structure would have to be renewed from time to time and would require a maintenance cost in excess of the maintenance cost which would be required by a permanent structure. At the point where the grade separation would have to be made the railway is constructed on a one per cent grade and on a six degree curve. The wooden structure would be objectionable from an operating standpoint because of the one per cent grade at that point, and the six degree curve mentioned. Separation of grades at or near the point where grade crossing No. 1 is located would eliminate that crossing only, while grade crossing No. 2 would remain.

Plan "B" contemplates deflection of said Euclid road, commencing at a point approximately 600 feet south of grade crossing No. 1, running thence in a general westerly direction and on the southerly side of the Great Northern Railway and connecting with said Euclid road at a point thereon near the northwest corner of section 8, township 25 north, range 42 East W. M., following a survey made by the Commission's engineer. The adoption of this plan would eliminate both grade crossing No. 1 and grade crossing No. 2. The cost of constructing the highway along the foregoing route would be approximately \$4,500.

Plan "C" contemplates deflection of Euclid road, commencing at a point on said road in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 5, township 25 north, range 42 East, W. M., and 325 feet more or less east of the north and south quarter line of said section 5, extending in a general westerly direction and on the southerly side of the Great Northern Railway and reconnecting with said Euclid road at or near the northwest corner of section 8, said township and range, following a survey made by and under the direction of the county engineer of Spokane county, Washington. The adoption of plan "C" would eliminate said grade crossing No. 1 and said grade crossing No. 2, while the cost of constructing said highway along the route contemplated by said plan "C" would be considerably less than the cost of constructing the highway along the route contemplated by plan "B," the county engineer having estimated that the cost of constructing the highway along the route of plan "C" would be approximately \$2,300, which is exclusive of right of way cost. Nearly midway between grade crossing No. 1 and grade crossing No. 2 an undercrossing of said railway by a highway is maintained, which highway connects with said Euclid road at a point on the line between section 5 and section 8 approximately 1,600 feet east of the northwest corner of said section, 8 and extends southerly from said Euclid road passing under said railway at the undercrossing referred to and continuing in a southerly direction to and connecting with a county road known as Mission road, located on the line between said section 8 and section 17, in said township and range. It is practicable to connect said highway, which extends from said Euclid road southerly and passes under said railway at the undercrossing mentioned, with the proposed highway contemplated by plan "C" so as to provide suitable, adequate and sufficient highway facilities to serve the property and property owners located on the north side of the railway and now served by said Euclid road. The Euclid road has been constructed, and is maintained, with about 200 feet of 10 per cent grade and a short approach of nine per cent grade on the west side of and near grade crossing No. 1, while the maximum grade required on the highway deflection contemplated by plan "C" is six per cent, which would extend for a distance of about 200 feet along said highway. The grades available on the route contemplated by plan "C" are decidedly better grades for highway purposes than the existing

grades on that portion of Euclid road which is located between grade crossing No. 1 and grade crossing No. 2.

II

That it is practicable, necessary and advisable to deflect, relocate and reconstruct said highway, and the public safety and public interest requires the deflection, relocation and reconstruction of said highway along the route, and in the manner, hereinafter described, to-wit:

Commencing at a point on said Euclid road in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 5, township 25 north, range 42 east, W. M., and 325 feet, more or less, east of the north and south quarter line of said section 5 and extending southwesterly to the south line of said section 5; thence on the south side of the Great Northern Railway and over and across the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of section 8, township and range aforesaid, reconnecting with said Euclid road at a point on or near the line between said section 5 and said section 8 and 100 feet, more or less, east of the northwest corner of said section 8; as same has been surveyed, located and staked on the ground by the county engineer of Spokane county, Washington, between said points of connection with said Euclid road hereinbefore specified, and over and across the subdivisions of said section 5 and section 8 hereinbefore described.

III

That in order to deflect, relocate and reconstruct said highway and to eliminate said grade crossing No. 1, and said grade crossing No. 2 it is necessary to take the following strip or parcel of land, to-wit:

A strip or parcel of land 60 feet wide extending from a point on said Euclid road in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 5, township 25 north, range 42 east, W. M., and 325 feet, more or less, east of the north and south quarter line of said section 5, southwesterly to the south line of section 5, thence on the south side of the Great Northern Railway and over and across the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 8, and the NW $\frac{1}{4}$ of said section 8, connecting with said Euclid road at a point on or near the line between section 5 and section 8, and 100 feet, more or less, east of the northwest corner of said section 8; said strip of land lying thirty feet in width thereof on either side of the center line of said proposed highway, as the same has been surveyed, located and staked on the ground by the county engineer of said Spokane county between the points of connection with said Euclid road hereinbefore specified and over and across the subdivision of said section 5 and said section 8, hereinbefore described.

IV

That for the purpose of laying out and constructing said highway along the route described in the last preceding paragraph in order to deflect, relocate and reconstruct said highway to eliminate said grade

crossings it is necessary to damage or injuriously affect the following described private lands, property and property rights, to-wit:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 5, township 25 north, range 42 east, W. M., of which tract of land one M. Braun is the reputed owner.

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 8, township 25 north, range 42 east, W. M., of which tract of land one William Atkinson is the reputed owner.

A tract of land containing one acre located in the northeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 8, township 25 north, range 42 east, W. M., such acre tract being bordered on the east by the north and south quarter line of said section 8; on the west by a line lying parallel with, west of and approximately 125 feet distant from said north and south quarter line of said section 8; on the north by the north line of said section 8 and on the south by a line lying parallel with, south of and distant approximately 350 feet from the north line of said section 8, of which acre tract one C. E. Carrington is the reputed owner.

That portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 8, township 25 north, range 42 east, W. M., which lies on the southerly, southeasterly and easterly side of the right of way of the Great Northern Railway, which extends over and across a portion of said tract, of which tract of land W. H. McClure is the reputed owner, excepting said acre tract hereinbefore described, of which C. E. Carrington is the reputed owner.

That portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 8, township 25 north, range 42 east, W. M., which lies on the southerly and southwesterly side of the right of way of said Great Northern Railway which extends over and across a portion of said tract, of which tract one M. Braun is the reputed owner.

V

Considering the amount and character of travel on said railway and on said highway, the grade and alignment on said railway and said highway, the cost of separating grades, the cost of separating grades compared with the cost of deflecting said highway so as to eliminate said grade crossing No. 1 and said grade crossing No. 2, the topography of the country and all other circumstances and conditions naturally involved in such inquiry and all of the evidence produced in this proceeding, the Commission finds that it is impracticable to separate the grades of said railway and said highway at or in the vicinity of, or for the purpose of eliminating, said grade crossing No. 1.

VI

Said Euclid road serves an important community occupying an area of approximately 100 square miles, and follows the natural route of travel between such community and the city of Spokane. Said road is one of the principal highways connecting said city with the several

Grade Crossings Eliminated

communities located in the vicinity thereof and carries a large amount of automobile and other vehicle traffic.

That section of said highway which is to be relocated and constructed will be about 600 feet longer than the existing section which is to be replaced thereby, but the reduction in grades will also balance this difference in distance. Twelve regular trains are operated daily over said railway; these trains consist of six passenger and four freight trains and two fast mail trains.

Considering all of the facts, conditions and circumstances closed by the evidence, the Commission finds that the benefits accruing to the county equal the benefits accruing to the railroad by reason of the improvement contemplated and hereinafter ordered, and that justice requires the apportionment of the entire expense of such improvement between said Great Northern Railway Company and the county of Spokane, Washington, equally, that is, one-half thereof to said railway company and one-half thereof to said county.

WHEREFORE, IT IS ORDERED, That said highway be changed, deflected, relocated and reconstructed along the route contemplated by said plan "C," and described in paragraph No. 2, for the purpose of avoiding and eliminating said grade crossing No. 1 and said grade crossing No. 2.

IT IS FURTHER ORDERED, That the work of changing, deflecting, locating and reconstructing said highway along the proposed route contemplated by said plan "C" and described in said paragraph No. 2 of the foregoing findings shall be performed and completed, and that both of said grade crossings be abandoned, vacated and closed on or before September 1, 1916: *Provided, however,* That said grade crossing No. 2 may be converted into a private crossing upon completion of said change and deflection of said highway.

Provided, however, That nothing in this order contained shall be construed as permitting the opening or use of said grade crossing No. 1 pending the completion of the work of changing, deflecting, relocating and reconstructing said highway.

IT IS FURTHER ORDERED, That the entire expense of said improvement be, and the same hereby is apportioned between said Great Northern Railway Company and said county of Spokane equally, that is, one-half thereof to said railway company and one-half thereof to said county.

No. 1707.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON ON THE RELATION BETWEEN THE COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON, *Complainants*, V. PUGET SOUND & WILLAPA HARBOR RAILWAY COMPANY, A CORPORATION, *Respondent*.

This cause came on for hearing before the Public Service Commission of Washington at South Bend, Washington, on January 4, 1916, Commissioner Frank R. Spinning being present. The commission

of Pacific county were represented by Mr. Charles B. Nims, county engineer; the Puget Sound and Willapa Harbor Railway Company was represented by Mr. F. M. Barkwill, its attorney, and Mr. A. J. Seaman, one of the interested property owners hereinafter mentioned, appeared in person. Witnesses were sworn and examined and the cause submitted to the Commission for its findings and order. The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I

That respondent Puget Sound & Willapa Harbor Railway Company is a corporation owning, operating and maintaining a railroad which extends over and across the premises in Pacific county, Washington, hereinafter described.

II

That there now exists a public highway in said county known as the Mill Creek road, which is now located and has for many years past been maintained by said county, over and across the following described property and along the route hereinafter designated, to-wit:

Commencing at a point north of and adjacent to the north right of way line of said Puget Sound & Willapa Harbor Railway in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 1, township 13 north, range 8 west, W. M., and approximately 500 feet west of the north and south center line of said section; extending thence in a southeasterly direction over and across the right of way of said railway company and crossing said railway at grade, which crossing is hereinafter referred to as crossing No. 1; continuing thence in a southeasterly and easterly direction to the said north and south line of said section, which north and south center line is the east line of a tract of land owned by one E. F. Rhodes, hereinafter mentioned, the title to which tract is under contract of sale to one John King, hereinafter mentioned; continuing thence in an easterly direction over and across the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, which tract of land is owned by said E. F. Rhodes and the title to which is under contract of sale to one John Arts, hereinafter mentioned; thence continuing in an easterly direction over and across the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, which tract of land is owned by E. F. Rhodes, the title to which is under contract of sale to one Oscar Mickelson, hereinafter mentioned; continuing thence in a northeasterly direction over and across the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1; intersecting and crossing said railway at grade at a point near the north center line of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, which grade crossing is hereinafter referred to as crossing No. 2; that portion of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, which lies on the northerly side of the center line of said highway, being the property of one Mary Hufaker, hereinafter men-

tioned, the said Oscar Mickalson having some right, title or interest therein, the nature of which is not shown; that portion of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, which lies on the southerly side of the center line of said highway, being the property of one Anna Stephens, hereinafter mentioned; thence crossing Mill Creek on a bridge constructed and maintained by said county, near the east line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1; continuing thence in a southeasterly direction, practically parallel with and on the northeasterly side of said Mill Creek over and across the southwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, said tract of land being owned by the South Bend Mills & Timber Company, hereinafter mentioned; continuing thence in a southwesterly direction substantially parallel with said Mill Creek and within a few hundred feet thereof, intersecting and crossing the right of way and railroad of said railway company at grade at or near the south end of its railroad bridge, which crosses said Mill Creek in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1, which grade crossing is hereinafter referred to as crossing No. 3; continuing thence in a southeasterly direction and between said Mill Creek and the right of way of said railway company, to a point in said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1, where said highway intersects said railroad right of way and continues on said right of way parallel with the railroad track and very near the same to a point at or near the south line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1, where said highway leaves the right of way of said railway and continues in a southeasterly direction between said Mill Creek and said right of way, to a point near and south of George Hermans' barn in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1; continuing thence in an easterly direction over and across said right of way and said railroad at grade, which grade crossing is hereinafter referred to as crossing No. 4; continuing thence in a generally southeasterly direction on the northeasterly side of said right of way, and thence along the northeasterly line of said right of way to the east line of said section 1; the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1 being the property of said George Hermans, hereinbefore and hereinafter referred to; continuing thence in a general southeasterly direction substantially parallel with and near said railway right of way and on the northeasterly side thereof, to a point in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 6, township 13, north, range 7 west W. M., where said highway intersects and crosses said right of way and said railroad at grade, said railway crossing being hereinafter referred to as grade crossing No. 5; continuing thence in a southeasterly direction and between said Mill Creek and said railway right of way to and through the northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 7, township 13 north, range 7 west, W. M., intersecting and crossing said railway right of way and said railroad at grade at a point in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 7 near the west line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 7, which grade crossing is hereinafter re-

ferred to as crossing No. 6; continuing thence in a general southeasterly direction for a distance of approximately 500 feet measured along the center line of said railway, thence intersecting and crossing said right of way and railroad at grade, which grade crossing is hereinafter referred to as crossing No. 7; continuing thence in a general southeasterly direction between said right of way and said Mill Creek, a distance of approximately 450 feet, measured along the center line of said railroad; thence intersecting and crossing said right of way and railroad at grade, which grade crossing is hereinafter referred to as crossing No. 8; continuing thence on the northeasterly side of said right of way and in a general southeasterly direction, a distance of approximately 300 feet, measured along the center line of said railroad, thence intersecting and crossing said railway at grade, which grade crossing is hereinafter referred to as crossing No. 9; continuing thence on the right of way of said railway substantially parallel with and on the southwesterly side of said railway to the east line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 7, the title to the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 6 and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said section 7 being vested in the South Bend Mills & Timber Company; continuing thence in a southeasterly direction between said railroad track and said Mill Creek, a distance of approximately 200 feet, measured along said highway over and across the southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7, which tract of land is owned by the Willapa Lumber Company; continuing thence in a general southeasterly direction between said railroad right of way and said Mill Creek to the point where the old channel of said Mill Creek is located within a few feet of the southwesterly right of way line of said railway, where said highway enters upon the right of way of said railway and follows on and along such right of way opposite a bridge owned and maintained by said railway company, under which bridge it is proposed to locate the under crossing of said railway hereinafter referred to; continuing thence in a southerly and southeasterly direction and on the westerly and southerly side of said railway to a point in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, approximately 200 feet east of the west line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7; thence intersecting and crossing said railway at grade, which grade crossing is hereinafter referred to as crossing No. 10; continuing thence in a southeasterly direction and on the right of way of said railway and in close proximity to said railway track, a distance of approximately 350 feet, thence continuing in a southeasterly direction and on the northeasterly side of said railway right of way to the south line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section 7 being the property of the South Bend Mills & Timber Company; continuing thence in a southeasterly direction and on the northeasterly side of said railroad right of way, a distance of approximately 200 feet, thence in an easterly direction, a distance of approximately 200 feet to the east line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, crossing a tract of land owned by one F. G. McIntosh, under contract of sale to A. J. Seaman hereinbefore and hereinafter mention-

ed, said highway terminating at its intersection with the east line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, such line being the west line of a tract of land owned by one Carrie Cady, hereinafter mentioned.

III

Said crossing No. 1, is so located and the topography at and in the vicinity thereof is such that it is unusually dangerous. The grade of the highway approaching the crossing from the west is very steep, commencing at some distance from the railway and extending to the crossing; the said crossing is located on a reverse curve. Travelers on the highway approaching crossing No. 1, from the east have practically no view along the railway track westerly from the crossing, while the view of the enginemen approaching the crossing from either direction is so limited as to make such crossing very dangerous. That it is impracticable to separate the grades of said railway and said highway at said point or to deflect said highway so as to provide for separation of grades or for a safer grade crossing within a reasonable distance in either direction from the existing crossing, for the reason that the cost of separating grades or deflecting said highway for the purpose indicated would be prohibitive, and that a site for a safer grade crossing or for a new location with separation of grades does not exist within a reasonable distance of the existing crossing, except where the cost would be prohibitive and the approaches to an over crossing or under crossing or a grade crossing would be so steep as to be impracticable and dangerous.

Crossing No. 2, is also an unusually dangerous crossing. There is a hill on the south side of the track which obstructs the view to the extent that travelers on the highway approaching the crossing from the west have no view available along the railway to the east, except after such travelers reach the crossing where the view to the east does not exceed 50 feet. Enginemen approaching the crossing from the east have no view available to enable them to discover travelers on the highway approaching the crossing. The limited view mentioned cannot be improved for the reason that the obstructions which limit such views consist of the hill side which could not be removed without prohibitive cost and expense. That it is impracticable to construct or maintain an over crossing or under crossing at said railway at or in the vicinity of said crossing No. 2 or to deflect said highway so as to provide an over crossing or under crossing or a safer grade crossing within a reasonable distance from said crossing No. 2, for the reason that the topography of the land is such that the cost of separating grades at or near the vicinity of said crossing No. 2, or within a reasonable distance in either direction therefrom, would be so great that it would not be justified by the amount and character of the travel on the highway and the traffic on the railway, or by other conditions or circumstances naturally involved in this inquiry.

That crossings Nos. 3, 4, 5, 6, 7, 8, 9 and 10 are each and all dangerous crossings; that the views obtainable by travelers on the

highway approaching such crossings are limited to such extent that such grade crossings cannot be used by such travelers without great risk existing, even when exercising more than ordinary care and caution. That the approaches to said crossings are steep and dangerous and the topography of the land at and in the vicinity of each and all of said crossings is such that said crossings cannot be improved so as to materially increase the length of views which may be obtained by travelers on the highway when approaching such crossings, or materially reduce such steep and dangerous grades. That it is impracticable to deflect said highway at or in the vicinity of either of said crossings so as to provide for separation of grades or for safer grade crossings, without such expense as would be prohibitive, considering the amount and character of the travel on the highway, traffic on the railway, and other conditions and circumstances as are naturally involved in this inquiry.

IV

That at the several points hereinbefore described where said highway enters upon and follows on and along the right of way of said railway, the highway is located in such close proximity to the railway that travel on said highway at said points is extremely hazardous, and said highway cannot be relocated or reconstructed at or in the vicinity of such places so as to eliminate or materially lessen the danger of using same without prohibitive expense and without introducing grades in said highway at such points which would be impracticable.

V

That it is impracticable to eliminate or improve any of said grade crossings or relocate said highway so as to eliminate said grade crossings, or secure safer grade crossings, or provide for separation of grades, or to eliminate or lessen the danger resulting from the location of said highway on and along the right of way of said railway at the several points hereinbefore described and referred to, except in the manner hereinafter specified.

VI

That it is practicable, necessary and advisable to abandon, and public safety and public interest require the abandonment of, all of that portion of said highway hereinbefore described, from said point approximately 500 feet west of the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1 to the end thereof at the north and south line between said sections 7 and 8; and it is practicable, necessary and advisable to deflect, relocate and reconstruct said highway, and the public safety and public interest require the deflection, relocation and reconstruction of said highway along the route and in the manner hereinafter described, to wit:

Commencing at said point approximately 500 feet west of the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1, continuing thence adjacent to and on the northerly and northeasterly side of the north and

easterly right of way line of the said railway over and across said tract of land in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1, owned by said E. F. Rhodes and under contract of sale to said John King; thence continuing easterly over and across said tracts of land in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, owned by said E. F. Rhodes and under contract of sale to said John Arts and said Oscar Mickalson, respectively; thence over and across the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1; thence over and across the southwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1; thence over and across the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1; thence over and across the northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 1; thence over and across the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 6; thence over and across the northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 7; thence nearly diagonally over and across the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 7; thence over and across the southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7; thence continuing adjacent to and on the northeasterly side of the northeasterly right of way line of said railway to a point opposite the northwesterly end of said railroad bridge in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7; thence under said railway bridge and over and across said railway right of way and continuing thence southerly on the westerly side of said railway right of way and near the same to the intersection of the northerly line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, such intersection being at a point approximately 100 feet west of the point of intersection of said north line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7 by the center line of said railway; continuing thence south 2 degrees, 50 minutes east, a distance of approximately 725 feet; thence on a curve having a radius of 225 feet, to the east, a distance of approximately 75 feet; thence south 23 degrees, 32 minutes east, a distance of approximately 75 feet, crossing said Mill Creek; thence on a curve having a radius of 148 feet to the west; a distance of approximately 100 feet; thence south 20 degrees, 30 minutes west, a distance of approximately 85 feet; thence on a curve 13 degrees, 30 minutes, to the east, a distance of approximately 250 feet, intersecting and crossing the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, at a point approximately 420 feet west of the northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section; continuing thence on a 13 degree, 30 minute curve to the east, a distance of approximately 420 feet; thence on a tangent south, 69 degrees, 30 minutes east, intersecting and crossing the east line of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, at a point approximately 360 feet south of the northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7; continuing thence south, 69 degrees, 30 minutes east, a distance of approximately 1400 feet, intersecting and crossing the east line of said section 7, at a point approximately 450 feet north of the southeast corner of said section; continuing thence south, 69 degrees, 30 minutes east, a distance of approximately 125 feet; thence on a 5 degree, 15 minute curve to the north, a distance of

approximately 200 feet; thence south, 80 degrees, no minutes east, a distance of approximately 250 feet, at which point the north right of way line of said highway intersects the south right of way line of said railway; continuing thence easterly adjacent to, parallel with, and on the southerly side of the south right of way line of said railway to the east line of said section 8, the center line of said highway intersecting said east line of said section 8, approximately 1100 feet north of the southeast corner of said section 8.

VII

That by deflecting, relocating and reconstructing said highway along the route and in the manner described in the last preceding paragraph, all of said grade crossings and all of said places where the existing highway is located upon and along the right of way of said railway may, and will be, eliminated, leaving but one crossing of said railway by said highway, such crossing to be an under crossing of said railway by said highway at the point on said railway where said railway bridge is located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7.

VIII

On November 30, 1915, the board of county commissioners of Pacific county, Washington, and respondent Puget Sound & Willapa Harbor Railway Company, entered into an agreement in writing, which agreement recited the pendency of this proceeding before this Commission for the elimination of the grade crossings hereinbefore described and of the conflictions of the location between the railroad line and the public highway hereinbefore referred to and provided, among other things, that for the purpose of eliminating each and all of said grade crossings and eliminating the conflictions between the railway right of way and the highway right of way, hereinbefore referred to, and removing said highway from such dangerous proximity to said railway, said Pacific county should, and it thereby covenanted and agreed that it would, at its own cost and expense, save and except as hereinafter provided, acquire the right of way for and construct and thereafter maintain said highway on and along the proposed route substantially as described in paragraph VI hereof, said highway to be at all points between the westerly terminus thereof, hereinbefore described as the point opposite crossing No. 1, and the said proposed under crossing in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7, on the northerly side and outside of the limits of the right of way of said railway company and at all points from said under crossing to the east line of said section 8 on the southerly side of and outside of the limits of the right of way of said railway company. That said Pacific county should, and it thereby covenanted and agreed that it would abandon all of those portions of the said existing highway which are within the limits of the right of way of said railway company, and that it should, and thereby did grant unto said railway company, the right to appropriate and use as a part of its railroad right of way, all those portions of the

existing highway and right of way therefor, which are within the limits of said railway company's right of way, providing, however, that nothing in said agreement contained should be construed as authorizing or permitting the railway company to cross the existing public highway or to remove the existing crossings until the county shall have opened the new highway for public travel, as in said agreement provided, but that whenever said new highway is open for public travel, or any portion thereof is so opened as to permit by the use thereof, any of the existing crossings to be eliminated, the railway company may thereupon eliminate such crossing or crossings. That said Pacific county should, and it thereby covenanted and agreed that it would, complete that portion of its said proposed highway extending from said initial point in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1 easterly to the east line of said section 8, or so much thereof as should be necessary to eliminate said crossings and said confusions of location on and before October 1, 1916. That said railway company should, and it did thereby, grant unto said county the right to locate, construct and maintain its proposed highway under the railway and across the right of way of said railway company at the point in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7, where said railroad bridge is located, said highway at said point to pass under the existing railroad bridge there constructed, said agreement providing the particular angle and location of said under crossing. Said agreement also provided that the width of said highway at said under crossing should be such as may be constructed under the existing railroad bridge without alterations therein, and that the county should not at any time, for the purpose of securing any greater vertical clearance, require the railway company to elevate or change the grade of its tracks over the said railroad bridge but that if at any time said county should desire to secure any greater vertical clearance than the existing elevation, than said tracks will give, it should secure the same by depressing the grade of said highway. Said agreement also provided that said railroad company may at any time, and shall whenever the county shall advise the company that necessity exists for a greater horizontal clearance than is now provided by the structure of the existing bridge, alter, change or reconstruct its said railroad bridge so as to provide an opening of 20 feet in the clear, such opening to be at right angles to the center line of the railway company's tracks; all of the work of altering, changing or reconstructing said railroad bridge to be done and performed by the railway company at its own cost and expense. Said agreement also provides that said railway company should, and it thereby covenanted and agreed, that it would, for the purpose of aiding in the construction of said highway, pay into the fund to be created by the county for such purpose, the sum of \$3,760.25, \$1,750.00 of said sum to be paid by the railway company upon an entry of an order of the Public Service Commission of Washington pursuant to the provisions of such contract as therein provided and the remainder of said sum to be paid upon the

opening of the necessary portion of said new highway and the elimination of said grade crossings and conflicting locations as therein provided.

IX

That it is practicable and feasible to construct said highway under said bridge with a sufficient vertical clearance without the elevation or change of grade of the tracks of said railway over said bridge.

X.

That in order to deflect, relocate and reconstruct said highway, and to eliminate any or all of the grade crossings hereinbefore described, it is necessary to take the following pieces or parcels of land, to-wit:

A strip or parcel of land 40 feet wide lying adjacent to, on the northerly side of, and parallel with the north right of way line of said railway, commencing at a point 500 feet, more or less, west of the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1, township 13 north, range 8 west W. M., and extending to the east line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1, such tract being a part of the land owned by said E. F. Rhodes and under contract of sale to said John King.

A strip or parcel of land 40 feet wide lying adjacent to on the northerly side of and parallel with the north right of way line of said railway, extending from the west line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., to the east line of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, such strip or parcel of land being a part of said tract owned by said E. F. Rhodes and under contract of sale to the said John Arts.

A strip or parcel of land 65 feet in width lying adjacent to on the northerly side of and parallel with the north right of way line of said railway, extending from the west line of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., to the east line of said E $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, such a strip or parcel of land being a part of the tract owned by said E. F. Rhodes and under contract of sale to said John Mickalson.

It will be necessary to change and relocate a portion of the channel of said Mill Creek at and in the vicinity of the point at which the present location of said channel covers the strip or parcel of land last above described, for which reason it is necessary to take a strip or parcel of land 65 feet in width, hereinbefore described, instead of a 40 foot strip or parcel of land.

A strip or parcel of land 40 feet wide, lying adjacent to the northeasterly side of and parallel with the northeasterly right of way line of said railroad, extending from the west line of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, to the center line of the existing county road; said strip or parcel of land being a part of the tract of land owned by said Mary Rufaker and lying on the northerly side of said existing county road, as the same is located and established over and across said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1. The

of a curve, having a radius of 225 feet and curving to the left a distance of 75 feet, more or less; thence south 23 degrees, 32 minutes east, a distance of 75 feet, more or less, intersecting and crossing said Mill Creek; thence on the arc of a curve, having a radius of 148 feet, and curving to the right a distance of 110 feet, more or less; thence south 20 degrees, 30 minutes west, a distance of 85 feet, more or less; thence on an arc of a 13 degree, 30 minute curve, curving to the left a distance of 250 feet, more or less, to a point on the south line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, approximately 900 feet east of the north and south center line of said section 7; said strip or parcel of land being a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, owned by said South Bend Mills & Timber Company.

A strip or parcel of land 40 feet wide extending over and across the northeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7 and over and across the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, said strip or parcel of land lying 20 feet in width thereof on either side of the following described portions of the center line of the proposed highway: Commencing at said point on the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, 900 feet, more or less, east of the north and south center line of said section 7; continuing thence on the arc of a 13 degree, 30 minute curve to the left a distance of 425 feet, more or less, to a point; thence on a tangent 69 degrees, 30 minutes east, a distance of 170 feet, more or less, to a point on the east line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, 930 feet, more or less, north of the south line of said section 7; continuing thence on a tangent south 69 degrees, 30 minutes east, over and across the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7 to a point on the east line of said section 7, 450 feet, more or less, north of the southeast corner of said section 7, said strip or parcel of land being a part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section 7, owned by said F. G. McIntosh, the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, being under contract of sale to said A. J. Seaman.

That the proposed highway is surveyed, located and staked on the ground over and across each of the several tracts of land in this paragraph before described, substantially in the manner hereinbefore specified.

XI

That for the purpose of laying out and constructing said highway along said new route, in order to deflect, relocate and reconstruct said highway, to provide said under crossing and to eliminate said grade crossings, it is necessary to damage or injuriously affect the following described private lands, property and property rights, to-wit:

That certain tract located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said John King.

The W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said John Arts.

The $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said Oscar Mickalson.

That portion of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., located on the north side of the center line of said existing highway as said highway is located, established and maintained over and across said $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, owned by said Mary Hufaker.

That portion of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., located on the south side of the center line of the said existing highway, as the same is located, established and maintained over and across said $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, owned by said Anna Stephens.

The $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said George Hermans.

The $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of section 7, township 13 north, range 7 west, W. M., owned by the Willapa Lumber Company.

The $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said section 7, township 13 north, range 7 west, W. M., owned by the South Bend Mills and Timber Company.

The $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of said section 7, township 13 north, range 7 west, W. M., owned by said E. F. Rhodes; the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of said $SE\frac{1}{4}$ of said section 7 being under contract of sale to said J. A. Seaman.

XII

That the following described private lands, property and property rights will be affected by the proposed abandonment and vacation of that portion of said existing highway which it is proposed to abandon and vacate and which is described in paragraph II hereof, to-wit:

That certain tract located in the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said John King.

The $W\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said John Arts.

The $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said E. F. Rhodes and under contract of sale to said Oscar Mickalson.

That portion of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., located on the north side of the center line of said existing highway as said highway is located, established and maintained over and across said $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, owned by said Mary Hufaker.

That portion of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., located on the south side of the center line of the said existing highway, as the same is located,

established and maintained over and across said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 1, owned by said Anna Stephens.

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section 1, township 13 north, range 8 west, W. M., owned by said George Hermans.

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 7, township 13 north, range 7 west, W. M., owned by the Willapa Lumber Company.

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, township 13 north, range 7 west, W. M., owned by the South Bend Mills & Timber Company.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, township 13 north, range 7 west, W. M., owned by the South Bend Mills & Timber Company.

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section 7, owned by said F. G. McIntosh and under contract of sale to said J. A. Seaman.

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of section 8, township 13 north, range 7 west, W. M., owned by said Carrie Cady.

WHEREFORE, IT IS ORDERED, That said highway be changed, deflected, relocated and reconstructed along the proposed route described in paragraph No. 6 of the foregoing findings and so as to cross under said railroad where said railroad bridge is located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 7, township 13 north, range 7 west, W. M.; and that that portion of the said existing highway described in paragraph No. 2 of the foregoing findings, together with each and all of the grade crossings and conflictions between the railroad and highway locations described in said findings be abandoned and vacated.

IT IS FURTHER ORDERED, That the work of changing, deflecting, relocating and reconstructing said highway along the proposed route described in paragraph No. 6 of the foregoing findings, shall be performed and completed, and that each and all of said grade crossings and said railroad and highway conflictions in location, be abandoned, vacated and closed on or before October 1, 1916; *Provided*, That whenever prior to said date said proposed highway may be ready for public travel, or any portion thereof may be completed so as to permit, by the use thereof, any of said grade crossings or conflictions in railroad and highway locations to be abandoned and closed, such grade crossing or crossings, or conflictions in location, shall be immediately abandoned and closed.

No. 4034.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*. v. COMMISSIONERS OF STEVENS COUNTY, WASHINGTON, AND GREAT NORTHERN RAILWAY COMPANY, *Respondents*.

The respondents having agreed upon the deflection of a portion of the county highway which intersects and crosses at grade, the Spokane Falls and Northern branch of the Great Northern Railway at two points near the line between sections 10 and 15, township 30 north, range 40 east, W. M., which grade crossings are approximately 500 feet apart.

for the purpose of eliminating and closing the most northerly of said grade crossings and deflecting the through traffic from the most southerly of said grade crossings upon condition that the Great Northern Railway Company execute and deliver to Stevens county, a deed granting the privilege of constructing the deflected portion of said highway along the right of way of said railway and that said railway company shall contribute the sum of one hundred dollars (\$100), toward the expenses of constructing said deflected portion of said highway, the balance of the cost of deflecting said portion of said highway to be borne by Stevens county,

IT IS ORDERED, That that portion of said highway between said grade crossings be re-located and re-constructed along the westerly side of said railway and that the most northerly of said grade crossings be eliminated and closed and through traffic from said highway be diverted from the most southerly crossing mentioned and that the cost of deflecting said portion of said highway be borne by the said county of Stevens upon condition that said railway company execute and deliver to said county within thirty (30) days after service of this order, a deed granting unto said county, the privilege of constructing said portion of said highway to be deflected, or so much thereof as may be necessary along and upon the right of way of said railway and that said railway company shall pay to said county within said period, the sum of one hundred dollars as a contribution toward the expense of deflecting said portion of said highway.

No. 4076.

GREAT NORTHERN RAILWAY COMPANY, A CORPORATION, *Complainant*, v.
TOWN OF ODESSA, *Defendant*.

ORDER CONSENTING TO CHANGE OF LOCATION OF GRADE CROSSINGS.

The Commission finds from the evidence submitted in this proceeding that in the town of Odessa are now located and maintained two grade crossings at the intersection of 5th and 7th streets with the tracks of the Great Northern Railway Company and that both of these crossings are dangerous as now constructed and maintained.

That the Great Northern Railway Company and the town of Odessa officials have agreed upon the abandonment and closing of said 5th and 7th street grade crossings, and in lieu thereof to establish a grade crossing at a point in the said town of Odessa where the Great Northern Railway Company's tracks cross 4th street, at which point travelers on the high way will have a clear and unobstructed view along the railway in either direction from the proposed 4th street crossing for a distance of approximately 2,600 feet, and that it is practical to construct a grade crossing at said point with a level crown extending 25 feet on both sides of the track with approaches to said level crown not exceeding five per cent grade.

That the new location will afford better views and better grades. Conditions at and in the vicinity of all the points hereinbefore described are such that it is impracticable to separate grades or deflect highway so as to avoid grade crossings or so as to secure a safer location therefor, and the proposed crossing is necessary and is considerably safer than the present crossings and the Commission should consent to the establishment and maintenance of the proposed crossing and the abandonment of the two existing crossings.

WHEREFORE, IT IS ORDERED, That the consent of the Public Service Commission of Washington to the establishment and maintenance of a grade crossing of said 4th street in the city of Odessa by said Great Northern Railway be, and such consent hereby is, granted.

Upon condition, however, That such grade crossing be constructed with a level crown extending at least 25 feet on both sides of the railway track with the approaches to said level crown not exceeding five per cent grade; that the track be planked between the rails and for one foot on the outside of either side thereof for the full width of the traveled highway, such planking to be not less than 16 feet in length, and that the existing two grade crossings located at 5th and 7th streets, hereinbefore described, be abandoned and closed.

No. 4105.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*. v. BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, WASHINGTON, NORTHERN PACIFIC RAILWAY COMPANY. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY AND JAMES ALLEN, STATE HIGHWAY COMMISSIONER. *Respondents*.

This cause came on for hearing before the Public Service Commission of Washington, on May 4, 1916, at Dayton, Washington, Commissioner Frank R. Spinning being present. The Commission was represented by B. O. Graham, attorney; the board of county commissioners of Columbia county, Washington, was represented by George Sparlinger and R. H. Prater, members of said board; the Northern Pacific Railway Company was represented by W. F. Tyler, its division superintendent, and by S. B. Calderhead, its general agent; the Oregon-Washington Railroad & Navigation Company was represented by Mr. Hawkins, its attorney, and the State Highway Commission was represented by W. W. Boetzke, its engineer. LeRoy C. Brown, John Windust, S. L. Gilbreath, Edward Herman, B. F. Rose and Charles Smith, interested property owners, appeared in person. Lida E. Nelson appeared by C. S. Nelson and Ida Gilbreath by C. W. Gilbreath.

Witnesses were sworn and examined, hearing concluded and decision held under advisement pending conclusion of certain local adjustments, now completed.

The Commission, having considered the evidence, and being fully advised in the premises, now makes and enters the following findings of fact and order:

FINDINGS OF FACT.

I

That a public highway is now, and has been for many years last past, located and established along the east and west center line of the NW $\frac{1}{4}$ of section 2, township 9, north, range 38 east, W. M., which highway intersects and crosses the main track and industry track of the Oregon-Washington Railroad & Navigation Company's Dayton branch line, at a point on or near the said east and west center line of the NW $\frac{1}{4}$ of said section 2, approximately 1451 feet, measured along the center line of the main line of said Dayton branch, east from the west line of said section 2; which highway continues thence in a southwesterly direction between the tracks of said Dayton branch and the main track of the Walla Walla branch of the Northern Pacific Railway Company's lines to a point in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 3, township 9 north, range 38 east, W. M., opposite which point said highway crosses said Walla Walla branch of the Northern Pacific Railway at a point on the main line of said Walla Walla branch west of and approximately 500 feet, measured along the center line of said main line, distant from the east line of said section 3; said highway continues thence in a general westerly direction and recrosses the main line and a side track of said Walla Walla branch at a point in said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3, approximately 1,100 feet, measured along the center line of the main line of said Walla Walla branch, westerly from the east line of said section 3; said highway continues thence in a general westerly direction to a point in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3 where said highway recrosses the main line of said Dayton branch at a point west of and approximately 2,473 feet, measured along the center line of the main line of said Dayton branch, distant from the east line of said section 3, all of which crossings are grade crossings.

II

The grade crossing first described in paragraph one hereof is located at a point about 100 feet southwest of a large warehouse which is maintained partly on the right of way of the Oregon-Washington Railroad & Navigation Company's said Dayton branch. Said warehouse obstructs the view of travelers approaching said crossing from the east and limits the view to about 150 feet northeasterly from said grade crossing. An embankment located between the main line of said Dayton branch and the main line of said Walla Walla branch and a short distance northeasterly of said grade crossing obstructs the view of travelers approaching said grade crossing from the west, and limits such view to a distance of about 250 feet northeasterly from

said grade crossing. The views specified above are available to travelers on the highway when at points 100 feet from the railway crossing.

The second grade crossing described in said paragraph one is located a short distance east of the east end of said side track of said Walla Walla branch of the Northern Pacific Railway.

The third grade crossing described in said paragraph one is located a short distance west of a large warehouse which is maintained adjacent to and on the north side of said track of said Walla Walla branch and also about midway between the ends of said side track. About 50 feet west of said grade crossing two additional warehouses are located on the north side of said side track, one of which warehouses is maintained close to said track. At all times the view of travelers on said highway when approaching either of said grade crossings is limited by said buildings and other obstructions, while such view is frequently further limited by cars standing upon said side track.

III

Said highway is located on the right of way of said Dayton branch of the Oregon-Washington Railroad & Navigation Company's lines for a distance of approximately 1,100 feet southwesterly from the first crossing described in paragraph one hereof and for a distance of approximately 1,150 feet easterly from the grade crossing last described in said paragraph one. That the maintenance of said highway on said railway right of way and between said Walla Walla branch and said Dayton branch at the points hereinbefore described renders the use of said highway unnecessarily dangerous; that the public safety requires the diversion of all through travel from said highway so as to avoid the use of said grade crossings, or either of them:

That the public safety requires:

(a) The closing and abandonment of that part of said highway which is located between the grade crossing first described in paragraph one hereof and a point on said Dayton branch approximately 1,900 feet southwesterly from said grade crossing, such point being at station 186 plus 78 of said railway line last mentioned;

(b) Changing the location of said grade crossing first described in paragraph one hereof from its present position to a point on said Dayton branch 105 feet southwesterly therefrom, and changing the location of the grade crossing on said Walla Walla branch, which is now located about opposite a point on said Dayton branch 140 feet west of the present location of said grade crossing first described in paragraph one hereof, to a point about 35 feet northeasterly from its present location, so as to locate both of said grade crossings on a line crossing the center line of both of said railways at right angles therewith.

(c) The establishment of a new public grade crossing of said Dayton branch at a point on said railway line in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3, township and range aforesaid, approximately 395 feet southwesterly from the east line of said section 3 and at station

186 plus 78 of said railway line; and changing the location of the grade crossing of said Walla Walla branch, second described in paragraph one hereof, to a point about 65 feet northeasterly from its present location, so as to locate both of said grade crossings on a line crossing the center line of both said railways at right angles therewith.

(d) Changing the grade crossing of said Dayton branch, being the grade crossing fourth described in paragraph one hereof, from a diagonal crossing to a right angle crossing; and changing the grade crossing of said Walla Walla branch, which is located approximately 75 feet easterly from a point on said Walla Walla branch directly opposite the grade crossing on said Dayton branch last above mentioned, from a diagonal to a right angle crossing and relocation of said grade crossing of said Walla Walla branch so as to place both of said grade crossings on a line crossing the center line of both of said railways at right angles therewith.

IV

That it is practicable, advisable and necessary to deflect that portion of said highway which is located between the grade crossings first and last described in paragraph one hereof, and to relocate and reconstruct said highway along the southerly side of said Dayton branch, so that all of the through travel on said highway may be diverted from each and all of said grade crossings and from those portions of said highway which are now located upon said railway right of way at the points hereinbefore described and all such through travel be relieved of the necessity and danger of traveling on said railway right of way between said railway lines and in close proximity thereto.

V

Private grade crossings of said Dayton branch are now maintained at the points hereinafter described for the use of property owners located on either side of the Dayton branch to enable such property owners to reach the existing public highway. The deflection of that portion of said highway hereinbefore described will render said private crossings unnecessary. That said private crossings and each thereof increase the risks and hazards of travel on said railway line. Upon the completion of the highway changes, provided for herein, such private crossings should be closed. The private crossings last above referred to are located at the following described points:

At a point in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2 on said Dayton branch, east of and approximately 1,326 feet, measured along the center line of the main line of said Dayton branch, distant from the west line of said section 2.

At a point in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2 on said Dayton branch, east of and distant approximately 824 feet, measured along the center line of the main line of said Dayton branch, from the west line of said section 2.

At a point in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2 on said Dayton branch, east of and distant approximately 556 feet, measured along the center line of the main line of said Dayton branch, from the west line of said section 2.

At a point in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2 on said Dayton branch, east of and distant approximately 442 feet, measured along the center line of the main line of said Dayton branch, from the west line of said section 2.

At a point in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2 on said Dayton branch, east of and distant approximately 166 feet, measured along the center line of the main line of said Dayton branch, from the west line of said section 2.

At a point in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3 on said Dayton branch, west of and distant approximately 1,520 feet, measured along the center line of the main line of said Dayton branch, from the east line of said section 3.

At a point in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3 on said Dayton branch, west of and distant approximately 1,829 feet, measured along the center line of the main line of said Dayton branch, from the east line of said section 3.

A private grade crossing of said Walla Walla branch is now maintained for the benefit and use of said Lida E. Nelson and C. S. Nelson, owners of a tract containing about four acres and located on the northerly side of said Walla Walla branch; at the hearing said Northern Pacific Railway Company agreed to allow said Lida E. Nelson and C. S. Nelson to maintain a private road on its right of way from their said property to the public highway, which now crosses both of said railway lines near the line between the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 2, township and range aforesaid, but which highway is to be changed so as to cross said railways on a line bisecting at right angles the center line of said Dayton branch, at a point 105 feet west of the present location of the grade crossing first described in paragraph one hereof, which action on the part of the Northern Pacific Railway Company will render said private crossing unnecessary and same should be abandoned and closed.

ORDER.

WHEREFORE, IT IS ORDERED, That:

That portion of said public highway which is located between the grade crossing first described in paragraph one hereof and a point on said Dayton branch approximately 1,900 feet southwesterly from said grade crossing, such point being at station 186 plus 78 of said Dayton branch, be closed and abandoned;

That the grade crossing first described in paragraph one of the foregoing findings be changed from its present location to said point 105 feet southeasterly therefrom; and that the grade crossing on the

said Walla Walla branch which is now located about opposite of a point in said Dayton branch 140 feet west of the present location of said grade crossing of said Dayton branch last above mentioned, be changed to a point about 35 feet northeasterly from its present location, so as to locate both of said grade crossings on a line crossing the center line of both of said railways at right angles therewith;

That a new public grade crossing of said Dayton branch be established at a point in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 3, township and range aforesaid, approximately 395 feet southwesterly from the east line of said section 3, such point being at station 186 plus 78 of said Dayton branch; and that the grade crossing of said Walla Walla branch, second described in paragraph one of the foregoing findings, be changed to a point about 65 feet northeasterly from its present location, so as to locate both of said grade crossings on a line crossing the center line of said Dayton branch and said Walla Walla branch at right angles, or as nearly as may be, therewith;

That the grade crossing of said Dayton branch, last described in paragraph one of the foregoing findings, be changed from a diagonal to a right angle crossing; and that the grade crossing of said Walla Walla branch which is located approximately 75 feet easterly from a point on said Walla Walla branch directly opposite said grade crossing of said Dayton branch, be changed from a diagonal to a right angle crossing and relocated so as to place both of said grade crossings on a line crossing the center line of said Walla Walla branch and said Dayton branch at right angles therewith;

That portion of said highway which is located between the grade crossings first and last described in paragraph one of the foregoing findings, be deflected, relocated and reconstructed along the southerly side of said Dayton branch, right of way therefor having been obtained by the State Highway Commissioner, the northerly 25 feet of such highway right of way having been furnished by respondent, Oregon-Washington Railroad & Navigation Company.

That each and all of the private grade crossings described in paragraph five of the foregoing findings be vacated, abandoned and closed.

All of the changes and improvements of said highway and of said grade crossings, public and private, be made and completed within 30 days after service hereof.

IT IS FURTHER ORDERED, That if the parties to this proceeding be unable to agree within 30 days from date of service of this order, upon the apportionment of the cost of the changes and improvements contemplated by this order, such inability to agree thereon be reported to the Commission by respondents, whereupon further evidence will be received, if necessary, and such apportionment will be made by the Commission.

No. 4196.

JAMES ALLEN, STATE HIGHWAY COMMISSIONER, *Petitioner*, v. GRAYS HARBOR & COLUMBIA RIVER RAILWAY COMPANY, *Respondent*.

FINDINGS OF FACT AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at its offices in Olympia, Washington, on September 14, 1916, Chairman E. F. Blaine and Commissioners Arthur Lewis and Frank R. Spinning being present. Respondent having waived the statutory notice and consenting to the hearing being held at said time and place, witnesses were sworn and examined and hearing concluded. The Commission being fully advised in the premises makes the following

FINDINGS OF FACT.

I

That petitioner James Allen is the duly appointed, qualified acting Highway Commissioner of the State of Washington. That respondent Grays Harbor & Columbia River Railway Company is a corporation organized and existing under the laws of the State of Washington.

II

That a state highway known as National Park Highway has been surveyed, located and established and is now in course of construction under the supervision of the State Highway Commissioner, over and across the SE $\frac{1}{4}$ of section 11, township 11 north, range 10 west, W. M. and over and across the SW $\frac{1}{4}$ of section 35, township 12 north, range 10 west, W. M.

III

Prior to the survey, location or establishment of said state highway respondent Grays Harbor & Columbia River Railway Company caused to be surveyed, definitely located and established, a standard gauge railway line extending from a point at or near Kelso in Cowlitz county, Washington, northwesterly and northerly to a point at or near Mopoli Junction in Chehalis county, Washington. Said Grays Harbor & Columbia River Railway as so surveyed, located and established tends over and across the SE $\frac{1}{4}$ of said section 11, township 11 north, range 10 west, W. M., and over and across the SW $\frac{1}{4}$ of section 35, township 12 north, range 10 west, W. M. Said National Park Highway surveyed, located and established and in course of construction, intersects and crosses the right of way of the said Grays Harbor & Columbia River Railway at station No. 1,170 plus 00 of engineering pertaining to said railway line, being at a point near the center of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 35, township 12 north, range 10 west, W. M.; also at or near station 1,268 plus 47 of engineering data pertaining to said railway line, being at a point in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$

section 11, township 11 north, range 10 west, W. M. That prior to the survey, location or establishment of said state highway, said Grays Harbor & Columbia River Railway Company acquired title to the right of way for said railway line so surveyed, located and established, particularly to that portion of such right of way located at and in the vicinity of the points of intersection thereof by said state highway hereinbefore described.

IV

That said railway line as surveyed, located and established for a considerable distance in either direction from the points hereinbefore described, where said railway line is intersected by said National Park Highway, bisects a series of ridges and ravines, requiring the roadbed of said railway, when constructed, to consist of a series of cuts and fills; at the point where said railway line is intersected by said National Park Highway in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 35, township 12 north, range 10 west, W. M., the roadbed of said railway, when completed, will consist of a fill approximately 32 feet in depth and the top of such fill will be approximately 30 feet above the grade of said National Park Highway at said point, while at either end of said fill and within a few hundred feet of the point where said National Park Highway intersects said railway, said railway, when constructed, will be located in cuts extending from a few feet in depth to upwards of 30 feet in depth. At the point where said National Park Highway intersects said railway line in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 11, township 11 north, range 10 west, W. M., the roadbed of said railway line, when completed, will consist of a fill approximately 28 feet in depth and the top of such fill will be approximately 24 feet above the grade of said National Park Highway at said point, while at either end of said fill and within a few hundred feet of the point where said National Park Highway intersects said railway, the roadbed of said railway will extend through cuts having a depth of from a few feet to approximately 25 feet. By reason of the conditions hereinbefore described and the topography of the country at and in the vicinity of the points hereinbefore referred to, it is impracticable to construct or maintain a grade crossing of said railway by said highway at or within a reasonable distance of either of such points of intersection and a grade crossing at or in the vicinity of either of such points of intersection would be extremely dangerous by reason of the excessive grades in the approaches to such crossings and the extremely short views which would result from the construction or maintenance of a grade crossing at either of said points and in such close proximity to said cuts through which said railway will necessarily be located when completed; that the public safety requires a separation of grades of said highway and said railway at both of the points of intersection hereinbefore referred to and the topographical conditions existing at and in the vicinity of such points necessitates the construction and maintenance of an under crossing of said railway by said highway at each of said points.

V

That said National Park Highway, when completed will carry a heavy traffic, particularly transient automobile traffic; that the benefits accruing to the railroad and the state by reason of the construction and maintenance of said under crossings will be practically equal and justice requires that the entire expense of constructing such under crossings be apportioned between said railroad and the state, in equal amounts, that is, that respondent should bear one half of such expense and the state should bear one half of such expense.

WHEREFORE, IT IS ORDERED, That the grades of said highway and said railway be separated at both of the points of intersection hereinbefore described and that an under crossing of said railway by said highway be constructed at each of said points, prior to the time when said railway shall be placed in operation.

IT IS FURTHER ORDERED, That before the commencement of the work of constructing said under crossings, plans and specifications thereof be submitted to the Commission for its approval.

IT IS FURTHER ORDERED, That both of said under crossings, when constructed, shall be so arranged that the center lines of the viaducts, through which the highway shall pass under the railway, shall be so located that the smallest angle formed by such center lines crossing the center line of the railway, shall be eighty degrees, unless a more acute angle or angles be hereinafter agreed to by the respondent or its successor in interest.

No. 4233.

COMMISSIONERS OF KITTITAS COUNTY, *Petitioners*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondents*.

ORDER CONSENTING TO ESTABLISHMENT OF GRADE CROSSING.

The Commission finds from the evidence submitted in this proceeding that conditions at and in the vicinity of the point at which petitioner seeks permission to establish grade crossing are such that it is impracticable to separate grades or deflect highway so as to avoid crossing at grade, or to secure safer location therefor; that the proposed crossing will afford such views to travelers on the highway as to render such crossing reasonably safe and the Commission should therefore consent to the establishment and maintenance thereof. The grade crossing herein referred to is located at the following described point:

At the intersection of the Roslyn-Ronald county road by the Roslyn branch of the Northern Pacific Railway in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 18, township 20 north, range 15 east, W. M.

WHEREFORE IT IS ORDERED, That the consent of the Public Service Commission of Washington to the establishment and maintenance of

grade crossing at the point hereinbefore specified be, and such consent hereby is, granted.

Upon condition, however, that such grade crossing be constructed with a level crown in the highway extending at least 25 feet on either side of the center line of the railway track; that the approaches to said level crown shall not exceed five per cent grade and that the track be planked between the rails and for one foot on the outside of either side thereof for the full width of the traveled highway, such planking to be not less than 16 feet in length.

Provided, That the existing grade crossing located near the south line of the NE¼ of section 18, township 20 north, range 15 west, W. M., and about 1,300 feet west of the east line of said section 18 be abandoned and closed.

NEW GRADE CROSSINGS CONSENTED TO

Between November 30th, 1915, and December 1st, 1916, the Commission consented to the establishment and maintenance of grade crossings at the following described points after full investigation. In consenting to the establishment of new grade crossings, the Commission ordered such improvements made as were, in the opinion of the Commission, justified and required, that such new grade crossings be constructed with level crowns in the highway extending at least 25 feet on either side of the center line of the railway, that the approaches to such level crowns should not exceed five per cent grade, wherever practicable, and that such crossings be planked between the rails and for one foot on the outside of either side thereof, and for the full width of the traveled highway, such planking to be not less than 16 feet in length in any case. The following table contains the docket number of proceeding, name of railway and location of each grade crossing consented to:

Number	Name of Railway	Section	Township	Range
1703	G. N. Ry. Co.....	26	26	11 E.
1737	N. P. & P. S. & W. H. Rys.....	1	13	3 W.
1738	N. P. & P. S. & W. H. Rys.....	1	13	5 W.
1750	C. M. & St. P. Ry. Co.....	4	22	11 E.
1816	C. M. & St. P. Ry. Co.....	22	25	44 E.
1841	Tacoma Eastern Railway.....	14	15	4 E.
1848	Newaukum Valley Railway.....	32	13	1 W.
1910	G. N. Ry. Co.....	{ 19	29	42 E.
		{ 24	29	41 E.
1914	Hercules Sandstone Co.....	12	15	1 W.
1922	Maytown Lumber Co.....	8	16	2 W.
1940	N. P. Ry. Co.....	34	26	45 E.
		10	13	45 E.
1976	N. P. Ry. Co.....	{ 27	14	45 E.
		{ 31 & 32	20	44 E.
		26	13	45 E.
1988	N. P. Ry. Co.....	26	20	43 E.
1991	Deer Park Lumber Co.....	34	30	42 E.
1992	G. N. Ry. Co.....	4	29	44 E.
4000	S. R. & S. Ry. Co.....	18	23	5 E.

Number	Name of Railway	Section	Township	Range
4001	Meskeil Lumber Co.....	11	13	4 W.
4002	S. & I. E. R. R. Co.....	16	25	45 E.
4003	Olympia Terminal Ry.....	Cherry and Jefferson	Olympia, Wn.	
4010	N. P. Ry. Co.....	22 & 23	11	30 E.
4013	N. P. Ry. Co.....	12	34	4 E.
4014	G. N. Ry. Co.....	9	20	22 E.
4018	Snoqualmie Falls Lbr. Co.....	19	24	8 E.
		NW 1/4	20	8 E.
		NE 1/4	20	8 E.
4019	N. P. Ry. Co.....	8	32	8 E.
4037	G. N. Ry. Co.....	34	27	43 E.
4038	G. N. Ry. Co.....	15	26	43 E.
4040	G. N. Ry. Co.....	7	22	28 E.
4042	Standard Oil Co. (T. E. Ry.).....			Spur track at Elbe
4043	N. P. Ry. Co.....			Spur track belt line at Kennedydale
4047	Flr Tree Lumber Co.....	23	17	1 W.
4049	Copalis Lumber Co.....	6	19	11 W.
4056	Copalis Lumber Co.....	2	19	11 W.
4061	Teanaway Logging Ry.....	34	20	16 E.
4062	Teanaway Logging Ry.....	25	20	16 E.
4063	Teanaway Logging Ry.....	5	20	16 E.
4066	J. E. Moore Logging Ry.....	28	22	4 E.
		29	22	4 E.
	Common corner	32	22	4 E.
		33	22	4 E.
4070	Leitch Lumber Co. Ry.....	27	15	6 E.
4071	Standard Oil Co.....			Spur track in Sedro Woolley
4073	Schafer Bros. Log. Co.....	4	17	7 W.
4076	G. N. Ry. Co.....			Fourth Street, Odessa
4077	N. P. Ry. Co.....	28	24	6 E.
4078	N. P. Ry. Co.....	Pearl and State	Snohomish	
4080	G. N. Ry. Co.....	35	39	33 E.
4087	Wynooche Timber Co.....	14	17	8 W.
4098	Flr Tree Lumber Co.....	23	17	1 W.
4104	N. P. Ry. Co. Lots 4 and 6.....	30	24	8 E.
4107	N. P. Ry. Co.....	3	21	6 E.
4113	E. E. Overton.....	26	20	4 E.
4115	Standard Oil Co.....			Spur track in Monroe
4116	Standard Oil Co.....	19	32	4 E.
4118	Tacoma Eastern Ry. Co.....	{ 8 & 9	14	5 E.
		25	13	4 E.
4119	Vance Lumber Co.....	9	17	5 W.
4122	N. P. Ry. Co.....	8 & 9	25	44 E.
4137	N. P. Ry. Co. line between.....	23 & 24	9	23 E.
		25	9	23 E.
4139	N. P. Ry. Co.....	24	9	24 E.
	East line of	29	9	24 E.
	West line	27	9	24 E.
	Center line	27	9	24 E.
	West line	26	9	24 E.
	Center line	26	9	24 E.
		25	9	24 E.
	Center line	29	9	25 E.
	West line	29	9	25 E.
		28	9	25 E.
		27	9	25 E.
4143	G. N. Ry. Co.....	8	29	44 E.
4145	N. P. Ry. Co.....	9	29	6 E.
4150	N. P. Ry. Co.....			Bridge Street, Orting
4151	N. P. Ry. Co.....	Between 28 & 29	9	24 E.
4161	Seattle Municipal Ry.....	18	23	4 E.
4162	N. P. Ry. Co.....	11	31	5 E.
4163	Hackett Logging Co.....	29	19	11 W.
4165	E. E. Overton.....	12	19	4 E.
4167	Vance Lumber Co.....	9	17	2 W.
4171	Maytown Lumber Co.....	7	16	2 W.
4173	N. P. Ry. Co.....			Spur track, State St., Sedro Woolley
4176	Sound Timber Co.....	14	32	9 E.
4177	G. N. Ry. Co.....	Swansea Siding	Wenatchee, Oroville line	
4178	Chippewa Lumber Co.....	2 & 11	27	4 E.
4179	Neukirchen Bros.....	22	23	6 E.
4180	Newaukum Valley Ry. (Ry. crossing).....	31	13	1 W.
4181	N. P. Ry. Co.....	6	12	5 W.
4185	N. P. Ry. Co.....	29	11	20 E.

<i>Number</i>	<i>Name of Railway</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>
4186	N. P. Ry. Co.....	24	11	19 E.
4187	N. P. Ry. Co.....	14	11	19 E.
4205	S. P. & S. Ry. Co.....	1	16	37 E.
4231	N. P. Ry. Co.....	1	20	38 E.
4260	N. P. Ry. Co.....	5	12	19 E.
4261	N. P. Ry. Co.....	1	17	6 W.
4237	Crossing of Port Angeles & Western Ry. by Dungeness Logging Company's railway..	16	30	4 W.
1649	N. P. Ry. Co.....	16	24	5 W.
1730	N. P. Ry. Co.....	8	26	6 E.
1873	Spur track, City of Renton, to cross Second St.	20	20	12 W.
1887	Campbell Lumber Co.....	35	27	10 E.
1890	N. P. Ry. Co.....	16	28	7 E.
1894	Index-Galena Lbr. Co.....	36	19	3 E.
1911	N. P. Ry. Co. & O.-W. R. & N.....	14	15	4 E.
1917	G. N. Ry. Co.....	16	28	7 E.
1962	Wagner & Wilson.....	36	19	3 E.
4011	C., M. & St. P. Ry. Co.....	14	15	4 E.

REPORT OF GRAIN INSPECTION DEPARTMENT.

TACOMA, WASH., December 1, 1916.

The Public Service Commission of Washington.

GENTLEMEN: I hand you herewith my report covering the financial operations of the Grain Inspection Department, together with a resume of the work accomplished during the past two years.

Unforeseen conditions have confronted us for the last two years, caused by the war in Europe which has revolutionized the methods of disposing of grain produced in the Pacific Northwest. For thirty years our surplus grain has been sent to the foreign markets through the ports of Tacoma, Seattle and Portland, but since the beginning of the European war this has been changed and now our grain is sent by rail to the Atlantic ports and there put afloat for its oversea destinations.

This condition has reduced the car receipts at Tacoma and Seattle by half, but has increased the work at Spokane twofold.

Taking it all in all, we are glad to state the financial condition of the department is good and the betterments brought about during the past two years, we feel sure, will be of lasting benefit to the grain trade of the Pacific Northwest.

Respectfully submitted,

R. D. JARBOE,
Chief Grain Inspector.

SOME THINGS ACCOMPLISHED.

A number of changes in method have been brought about during the past two years, to which we desire to call attention. The most important was the installation of scouring machines to determine dockage by reason of smut. Three Invincible scourers were installed in Tacoma, Seattle and Spokane. These machines are duplicates of the commercial scourers, only smaller. They will remove all smut from wheat and by carefully weighing a given quantity of wheat, running it through the machine and reweighing the cleaned grain, it is only a matter of subtraction to determine the loss occasioned by the removal of the smut. Chaff and field dirt will be removed by the same operation, but as both are worthless content when found in wheat, no objection can be lodged against the method on this account. The weight of the smut, together with fifty cents a ton allowance for cleaning, equals the discount placed. It will be seen that this method eliminates guessing with reference to smut discounts, and we are very glad to say has proven almost entirely satisfactory to all patrons of the department.

We have also installed machines at Tacoma, Seattle and Spokane to remove wild oats and barley from wheat. These machines will remove every oat or barley berry from wheat and will also make a third

by taking out wild seeds and field dirt at one operation, machine is used in the same manner as the smut machine—by a given amount of wheat in its original state, making the clean, and reweighing the cleaned grain. This, too, has eliminated with reference to discounts by reason of wild oats and barley, proven very satisfactory.

The honorable body held a public hearing during the summer of 1911 and made a few changes in specifications governing grades of hay. This department had much trouble in working under the old grades for hay and was subjected to no little criticism. I am much pleased to report that the new hay grades have eliminated all trouble in our hay work and I believe this part of our work is almost, if not quite, as satisfactory as has been the inspection

The adoption of Minnesota specifications governing grain received at terminals from Montana and Dakota has proven very satisfactory to interested parties. This was made necessary for the reason that the contract grade at our terminals was No. 1, while Minneapolis makes the contract grade. This market has a grade termed "Choice" which corresponds to the "No. 1" of Minneapolis and the adoption of Minnesota grades resulted in making contract Hard Winter wheat in both terminals of a uniform grade.

The only objection to any of the rules adopted by your honorable body that I have encountered, is with reference to note at bottom of specifications, which provides: "When inferior types of wheat are mixed with superior types, the sample will be graded as being of the inferior type and the inspector will place a discount in pounds sufficient to cover the difference in value by reason of the admixture."

When the mixture does not exceed 20 per cent we find this rule can be worked fairly well, but when the mixture runs from 20 per cent to 30 per cent, we find it very difficult to work under this rule and do justice to both parties. The reason for this is the spread in price between different types of wheat varies from one to ten cents a bushel. Wheat may be sold for future delivery and the contract price may be the spread at time of sale. When wheat is delivered, the price may have materially changed and as this department has no way of knowing when contract was made, we must figure discounts on the spread at time of inspection. To overcome this difficulty as far as possible, this department has not attempted to place discounts when the mixture exceeded 30 per cent of inferior types, but has graded it as "mixed wheat," using the predominant type for the basis of the grade. We have had no complaints by reason of this method of working the matter and we therefore assume it has been satisfactory to interested parties.

TEST OF WEIGHTS.

The year ending June 30th last, afforded this department the best opportunity it ever had to check the work of the weighers. The act of the legislature created Class A terminal elevators. Grain going

into and out of elevators of this class is weighed by state weighers. During the snow blockade 103 cars were weighed out of Class A elevators and switched to mills and again weighed, when unloaded, by a state weigher. The total "out" weight of the 103 cars was 8,182,956 pounds and the total "in" weight 8,187,866 pounds, showing a difference of 4,910 pounds, or an average of 48 2-3 pounds to the car, or one-half a pound to each 1,000 pounds of weight. It should be remembered this wheat was weighed on platform scales five sacks at a time when loaded out, but when unloaded, was usually weighed on hopper scales, where as much as 40,000 pounds would be weighed at a single draft. We call attention, in this connection, to the report of the secretary of the Council of Grain Exchanges, as submitted at the meeting in Chicago January 20th last, and which is appended hereto.

In the matter of weights, we desire to say every safeguard possible is brought into use to assure their accuracy. A constant watch is maintained over the scales in use and any time a scale does not appear to be working correctly its use is discontinued until it can be tested out and its accuracy proven. We fear many country scales are not looked after so carefully and that the difference in weights is largely occasioned by this fact.

During the past year a shipper sent this department a detailed statement of weights of three cars of wheat which he had consigned to Tacoma. In his letter he stated he had recently installed new hopper scales, that they had been tested and found correct, that more than ordinary care had been used in weighing the three cars, and that he could see no reason for their not holding out at terminals. Those cars arrived and were handled in the regular way and certificates were attached to the shipper's letter and placed upon my desk. The certificates showed terminal weights exceeded those of the shipper by a little over 1,500 pounds for each car. I imagine I should have had some difficulty in convincing this shipper of the accuracy of our weights had the difference been reversed.

Another shipper was complaining about weights as returned from the Seattle office. He wrote some strong protests, claiming we were not weighing accurately. I wrote him requesting that he personally weigh a car of wheat, taking plenty of time, weighing on a level beam and instead of breaking on naughts and fives, to put down the actual record of the beam, that he send me these weights and I would have a careful check made. He complied with the request and when the car arrived in Seattle we had it first weighed by the railroad transporting same and then it was weighed in the regular way over platform scales, five sacks at a draft. The entire variance of the three weights was 70 pounds. In the meantime, the shipper had received some returns showing an overrun as high as 1,800 pounds over his weights and since that time has made no complaints. This department finds differences as high as 7,000 pounds between shippers' and terminal weights. Our weights sometimes run this much less than the weight reported by

and again will exceed his weights that much. This, of course, is a extreme variance, but a difference of 2,000 pounds is not infrequently also find that shipper is wrong in his count of sacks by as much as seventy. The difference in count, like that of weights, is in the same way, but runs both under and over, showing that carelessness is not always to be expected of primary shippers.

WEIGHTS AT OTHER TERMINALS.

The Council of Grain Exchanges in Chicago, January 20, 1916, in its monthly report, among other things, said, with reference to

the committee has exhibits covering thousands of cars, the weights were supervised and the cars inspected by efficient grain weighing companies. The statements covering set-backs, inter-elevator movements, cross-town movements, and movements between markets. It is clear in mind that the movement of grain from market points, when speaking, is supposed to be dryer and better conditioned than when it moves from primary country shipping points to markets. The exhibit covers 418 cars, cross-town movement, on which the total shrinkage was 19,256 pounds, or 47 pounds per car; all high-grade merchant grade grain, mostly wheat; the switching hauls, generally speaking, representing the minimum of time consumed and distance carried, with no leakage.

Another exhibit covers cars set-back where the grain was weighed on elevator hopper scales, loaded into freight cars, the grain inspected, and promptly thereafter unloaded and reweighed in the same elevator hopper scales, as follows: One hundred and fifty-five cars loaded on elevator scales, the grain inspected, and promptly thereafter set-back and reweighed in the same elevators and scales; no leakage. Total shrinkage, 14,540 pounds, or 94 pounds to the car. Range of variation on individual cars from 10 pounds to 300 pounds. Another elevator that handled 38 of these cars set-back showed the average shrinkage to be 102 pounds per car; another showed the average shrinkage to be 103 pounds per car.

Another statement covering 303 cars set-back, later in the same elevators, showed total shrinkage of 16,850 pounds, or 56 pounds per car; no leakage. Range of variation from nothing to 300 pounds per car. All of these transactions were within the control of the individual elevator handling and the state grain weighing department supervising.

At another market, 139 cars of contract wheat, weighed on first-class elevator hopper scales and supervised by an efficient grain weighing company, loaded into well-coopered cars, the grade established, and grain promptly thereafter unloaded and reweighed in the same elevator hopper scales, no leakage, showed total shrinkage 6,370 pounds, or 46 pounds per car; and the weighmaster, commenting upon the result, remarked: 'This is one of the finest tests we have had

in recent times, being able to test the entire equipment of the elevator, and the out-turn in my judgment is very flattering.'

"The committee has much data covering the movement of grain between markets having supervised weighing. Comparisons have been made of two statements, each covering 1,000 cars of wheat, 1914 and 1915 crops, the former being dryer, and the latter wetter than the average crop. The evidence is conclusive that, with few exceptions, the variations in weight were not the result of causes for which the several carriers participating in the haul were responsible or liable.

"The following results are noted:

	1914	1915
Average variation, in pounds, per car (1,000 cars).....	85.4	191
Average variation, in pounds, per car, on the cars showing shortage.....	97.9	196
Average net shortage, in pounds, per car (1,000 cars).....	75.3	184.7
Total number of cars showing variance of less than 200 pounds.....	934	605
Total number of cars showing variance less than 300 pounds..	969	856
Maximum shortage on individual cars.....	870	1,150
Maximum overrun on individual cars.....	890	840
Total number of cars even.....	119	14

"More than 40 per cent of the cars for year 1915-16 showed variances between 100 and 200 pounds; and in addition, 25 per cent showed variances between 200 and 300 pounds; 65 per cent of the cars ranged between 100 and 300 pounds; 85 per cent between even and 300 pounds per car.

"Respecting the maximum variations, shortage and overruns, shown in the two statements, the committee has information proving how such variations, involving thousands of pounds, may happen on cars that move under perfect seal protection and without leakage evidence."

HAY INSPECTION.

The legislature of 1915 abolished hay inspection. This was accomplished by rewriting the grain inspection law, transferring the department from the control of the Public Service Commission to that of the department of agriculture and omitting all mention of hay. The general public was not aware this had been done until the bill had received the sanction of both houses. The bill was drawn the night before the last day on which bills would be permitted to be introduced and was passed during the rush of the closing hours of the legislative body. When the fact that hay inspection had been abolished became known, protests began to reach the Governor and they came from so many parts of the state the Governor finally decided to withhold his approval. The Governor's veto left the department where it had been since 1911 and saved the hay inspection for those who wished to avail themselves of its provisions.

The writer had at all times held that the grades adopted by the Commission early in 1913, as well as the grades in force before that time, were not such that exact justice could at all times be meted out to both buyer and seller of hay. This matter was brought to the attention of the Public Service Commission early in 1915 and a new set of

erning the grading and discounting of hay were drafted, and five grades thus provided were submitted to the hay growers in sections of the state. Later, hearings were held at Spokane and the rules now in force were finally adopted August,

very glad to report that virtually all expected to be accomplished by the new grades has been realized. Since that time, the department has inspected a much larger volume of hay than in any preceding period preceding it, and the complaints from both buyers and sellers have almost become a hazy dream of the past.

It is not to say in passing that Washington and Minnesota are the states that maintain hay inspection. All terminal markets have a system of hay inspection, organized by, and under the control of, the shippers of the city where located. If Washington hay growers and buyers will make an investigation of the facts, they will learn that Washington and Minnesota stand alone in providing rules and regulations for the interest of the shipper is taken into consideration when the rules under which the work is carried on.

In Washington, I feel sure, it will be found that the interest of both buyer and seller has had equal consideration and that if in hay inspection the rules are followed to the letter, both parties will receive exactly what they are entitled to—a square deal, nothing more, nothing less. When we have accorded this manner of service we are not interested in just how either party accepts the findings.

The writer had the opportunity of making a careful investigation of hay inspection work at Kansas City, Missouri, quite recently. Kansas City is the largest primary hay receiving market in the United States. The department is an organization of the Kansas Hay Dealers' Association, which controls not only the making of the rules by which the work is played, but they also provide the umpire.

In Kansas City hay dealers buy very little hay "to arrive." They buy "consignments," that is, hay shipped to the various members of the association to be sold for the shipper. The market opens at 10 a. m. each business day and closes at 12 m. The hay is placed on the siding track of the carrier transporting the consignment and a number of men are set to work removing about fifty bales from each car. A "plug" is placed alongside the car from which removed. An inspector goes along the track, views the bales removed, which in their inspection is termed the "plug." He also goes inside the car and views the remaining bales and on information thus obtained places his grade. If he finds a damaged bale in the "plug" or if some shows up among the remaining bales remaining in the car, a grade below No. 1 is placed on the entire car. The commission man then proceeds to sell. If the hay is quoted at \$13.50, he may sell this car for \$11.50 on account of being graded No. 2. The commission man receives a commission of 1 percent on a ton for selling any grade. Besides this selling charge, the shipper pays 40 cents per car for "plugging," 40 cents for weighing, and 40 cents for hitching charges, if any.

When it is known that less than five per cent of the hay reaching Kansas City is graded No. 1, it will readily be seen just about how much protection the inspection system thus accords the shipper.

We append a table herewith showing the grades and discounts placed against hay since our new rules have been in force. We would be glad to have a careful study made of this table by those interested in buying and selling this commodity. See Tables 4 and 5.

GRADES ON TURKEY RED.

During the fall of 1915 buyers complained that we were not holding Turkey Red wheat to the standard that should be maintained to insure trading basis Washington grade. Finally we had tests made on four cars which we had passed as No. 1 and which represent many other cars that had been like graded. This test demonstrated to us that we had become somewhat lax in grading this wheat. Turkey Red is a hard wheat, but much of it in this state becomes soft and loses the qualities represented in its natural condition.

The test on the four cars, as made by the International Laboratories of Seattle, follows:

Car 12087—Wet Gluten, 26.3; Dry, 9.2	per cent.
Car 122351—Wet Gluten, 27.5; Dry, 9.65	per cent.
Car 122305—Wet Gluten, 24.5; Dry, 8.6	per cent.
Car 122159—Wet Gluten, 23.5; Dry, 8.25	per cent.

Turkey Red wheat, to meet the requirement for which it is purchased and to command its full market value, should yield a wet gluten of approximately 30 per cent and it has been our purpose to maintain our No. 1 on this basis.

WEIGHT OF SMUT AS SHOWN BY WASHING AND SCOURING.

In order to test the accuracy of the scouring machine, we made a number of tests by washing. We would take 100 grams of wheat and make a moisture determination; would take the same amount of the same wheat and remove the smut by washing; would reweigh the washed wheat and make a moisture test of the washed sample; would then remove the smut by scouring a third sample of the same quantity of wheat. The results of a few of the tests are submitted:

Original moisture	8.3	per cent
Final moisture	25.5	per cent
Weight of wet wheat.....	115.5	grams
Loss shown by washing.....	1.7	per cent
Loss shown by scouring.....	2.0	per cent
Original moisture	9.3	per cent
Final moisture	24.5	per cent
Weight of wet wheat.....	113.0	grams
Loss shown by washing.....	2.2	per cent
Loss shown by scouring.....	2.5	per cent

Original moisture	9.8	per cent
Final moisture	24.5	per cent
Weight of wet wheat.....	112.5	grams
Loss shown by washing.....	2.2	per cent
Loss shown by scouring.....	2.0	per cent
Original moisture	9.8	per cent
Final moisture	26.4	per cent
Weight of wet wheat.....	113.37	grams
Loss by washing.....	8.23	per cent
Loss by scouring.....	4.5	per cent

These tests it will be seen that a slightly greater loss is shown by scouring than by washing. This is to be expected for the reason that during some abrasions must take place by which a slight loss in addition to that of the smut, results.

EASTERN GRADES ON WASHINGTON WHEAT.

Enclosed are copies of three letters which passed between this department and the Illinois grain inspection department at Chicago. They are explanatory.

TACOMA, WASH., January 29, 1916.

Chief Inspector, State of Illinois, Chicago, Ill.

Sir: Under instructions from Albers Bros. Milling Co., Seattle, sent you yesterday, by Northern Express, prepaid, the following samples of Washington grades:

Bluestem
Club
Fortyfold
Fife
Red Russian
Turkey Red

At their request, we are enclosing herewith a book of rules issued by the Public Service Commission with reference to discount on wheat grades below the contract grade, which in this state you will observe that this department places a discount by smut, such discount being represented in percentage.

Understand that considerable of our wheat has been sold to eastern buyers on basis Washington grades, and these samples are sent in with that purpose.

Yours very truly,

R. D. JARBOE,
Chief Grain Inspector.

CHICAGO, February 2, 1916.

Mr. Jarboe, Chief Inspector Grain Inspection Department, Tacoma, Washington.

Sir: As per your letter of January 29th, asking for grades of wheat samples submitted to me for grading, will state they would grade

Bluestem would grade No. 1 White Western.
Club would grade No. 3 White Western.
Fortyfold would grade No. 1 Mixed White Western.
Fife would grade No. 2 Northern.
Red Russian would grade No. 1 Red Wheat.
Turkey Red would grade No. 1 Western Hard.

The sample of No. 1 Club which we graded No. 3 White Western was so graded on account of smut. Sample marked No. 1 Fife was so graded on account of its light weight. These grades are strictly in accordance with the rules of the Illinois state grain inspection department, and also adopted by the Chicago board of trade.

Hoping this will be of some use to you, I remain,

Yours very truly,

JOHN P. GIBBONS,
Chief Grain Inspector.

February 9, 1916.

Mr. John P. Gibbons, Chief Grain Inspector State of Illinois, Chicago, Ill.

DEAR SIR: I am in receipt of your favor of the 2d, giving me the grades on the six standard samples recently sent you. These samples were sent you at the request of Albers Bros. Milling Co., of Seattle, as stated in my former letter. They are selling considerable of our western wheat to eastern millers and most of their contracts call for basis Washington grades. The samples that I sent you are our standard for the types indicated and I presume that it is Albers Bros.' intention that they would be retained by you and that Washington wheat would be graded in harmony with those samples.

I note that you graded our Bluestem, Club and Fortyfold all under one classification of White Western. There is a very material difference in the milling value of these three types of wheat and in this state we do not bunch them.

I also note that you classified our No. 1 Fife as No. 2 Northern. I was somewhat surprised at this, inasmuch as our Fife is a soft winter wheat and Northern is a hard spring wheat. I would have thought that our Fife, in your market, would have been classified as No. 1 Red Winter and that Red Russian is usually classified in the same way in your state. I also note that you grade our No. 1 Turkey as No. 1 Western Hard, which I think is representative of this wheat.

Yours very truly,

R. D. JARBOE,
Chief Grain Inspector.

MOISTURE TESTS, OCTOBER, 1915.

Twenty tests Turkey Red and Fife:

Maximum	14.2 per cent moisture
Minimum	7.5 per cent moisture
Average	10.8 per cent moisture

Thirty-one tests of Bluestem:

Maximum	11.8 per cent moisture
Minimum	7.7 per cent moisture
Average	8.9 per cent moisture

Thirty-eight tests of Club:

Maximum	12.8 per cent moisture
Minimum	7.1 per cent moisture
Average	8.9 per cent moisture

Forty-six tests miscellaneous samples:

Maximum	12.3 per cent moisture
Minimum	8.9 per cent moisture
Average	12.3 per cent moisture

Thirty-three tests of Montana Turkey Red:

Maximum	14.9 per cent moisture
Minimum	14.0 per cent moisture
Average	14.4 per cent moisture

STATE OF PUBLIC WAREHOUSES FOR YEAR ENDING
JUNE 30, 1916.
ADAMS COUNTY.

MONTHS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	225,450			14,497		
.....	129,072	1,884	2,028	37,889		
.....	158,901			34,585		
.....	312,758			44,835		
.....	332,024			50,086		
.....	238,961	6,049	1,938	65,615	2,007	400
.....	544,898			85,132		
.....	298,000			30,534		
.....	261,577			22,794		
.....	225,000			1,000		
.....	25,416					
.....	12,064			2,393		
.....	152,989			5,839		
.....	200,706			18,697		
.....	215,932			24,828		
.....	317,569			30,615		
.....	690,249	600	55	99,758		
.....	67,846			11,546		
.....	57,366					
.....	228,642			26,414		
.....	247,650			30,012		
.....	198,751			31,435		
.....	135,679			23,784		
.....	490,900		153	43,741		
.....	19,278					
.....	5,332,697	8,483	4,774	740,889	2,007	400

ASOTIN COUNTY.

MONTHS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	579,432		85,908	141,237		
.....	111,190			31,213		
.....	690,622		85,908	172,450		

BENTON COUNTY.

MONTHS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	59,202			2,649		
.....	26,145					
.....	13,340			4,025		
.....	15,400					
.....	162,833	984		27,003		
.....	43,471					
.....	325,391	984		33,677		

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

OHELAN COUNTY.

STATIONS	RECEIVED			ON HAND	
	Wheat	Oats	Barley	Wheat	Oats
Wenatchee	179,688	3,780	2,016	28,178	4,804

COLUMBIA COUNTY.

STATIONS	RECEIVED			ON HAND	
	Wheat	Oats	Barley	Wheat	Oats
Alto	246,701		7,010	66,879	
Dayton	402,195	18,982	235,407	185,322	1,238
Huntsville	137,517		43,546	20,340	
Longs	145,127		4,642	19,159	
Menoken	98,872		8,944	773	
Belief	40,317		4,368	10,878	
Newhill	67,433		20,922	4,151	
Starbuck	144,358		5,866	34,751	
Turner	214,879		218,489	12,760	
Whetstone	88,774		98,800	11,082	
Totals.....	1,581,178	18,982	662,904	365,231	1,238

DOUGLAS COUNTY.

STATIONS	RECEIVED			ON HAND	
	Wheat	Oats	Barley	Wheat	Oats
Alstown	257,305	18,802	845	46,701	4,540
Appledale	45,600			750	
Bridgeport	72,689			32,500	
Columbia River	4,420			300	
Douglas	308,166	4,958		70,339	1,765
Foster Creek	57,646				
Sellers Landing	6,802				
Gordon	12,600				
North Bridgeport	4,691				
Mansfield	1,611,498	10,802	8,894	248,110	
McCues	74,700	1,060	100	9,030	
Rock Island	48,601			5,708	
Stupplee	205,981	10,860	1,367	91,622	1,214
Touhey	71,950	565		23,797	
Waterville	453,579	5,824	1,232	62,224	420
Withrow	875,302	15,296	5,437	191,808	5,079
Totals.....	4,196,540	62,207	17,968	732,984	13,018

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

FRANKLIN COUNTY.

LOCATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Don	61,817	.....	.....	19,545	.....	.....
.....	176,876	.....	.....	30,190	.....	.....
.....	60,896	.....	.....	11,788	.....	.....
.....	71,468	.....	.....	16,642	.....	.....
.....	77,592	.....	.....	17,675	.....	.....
.....	61,815	.....	.....	32,598	.....	.....
.....	55,486	.....	.....	7,210	.....	.....
.....	196,804	.....	.....	23,909	.....	.....
.....	24,441	.....	.....	.....	.....	.....
.....	137,236	.....	.....	22,156	.....	.....
.....	73,788	.....	.....	10,236	.....	.....
..... Junction..	37,498	.....	.....	13,153	.....	.....
.....	73,612	.....	.....	16,600	.....	.....
.....	8,506	.....	.....	.....	.....	.....
.....	8,563	.....	.....	8,071	.....	.....
als.....	1,129,985	.....	.....	223,908	.....	.....

GARFIELD COUNTY.

LOCATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	8,440	.....	4,351	.....	.....	.....
.....	38,315	.....	5,358	6,527	1,935	.....
.....	26,770	.....	5,802	6,400	.....	5,302
.....	126,117	.....	42,008	64,089	.....	.....
.....	149,917	.....	31,948	72,618	.....	.....
.....	136,024	589	118,250	27,738	.....	7,897
.....	642,499	337	371,300	156,487	.....	2,461
.....	58,727	.....	6,102	9,454	.....	.....
.....	43,847	.....	41,177	6,084	.....	2,077
als.....	1,226,226	878	671,346	349,407	1,965	18,227

GRANT COUNTY.

LOCATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	30,000	.....	625	800	.....	.....
.....	225,068	1,000	786	78,685	.....	.....
.....	307,729	315	300	46,088	.....	.....
.....	71,000	.....	.....	.....	.....	.....
.....	787,587	2,702	2,241	196,971	1,000	250
.....	287,819	.....	.....	37,258	.....	.....
.....	259,470	.....	.....	23,006	.....	.....
.....	239,981	.....	.....	16,508	.....	.....
.....	500,279	3,402	.....	50,928	.....	.....
.....	24,081	.....	.....	1,000	.....	.....
.....	23,800	.....	.....	1,080	.....	.....
.....	207,411	.....	.....	25,891	.....	.....
.....	215,126	.....	.....	15,704	.....	.....
.....	287,500	.....	.....	33,510	.....	.....
als.....	4,206,321	7,419	3,954	598,354	1,000	250

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

KITKITAS COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Ellensburg	12,829			2,251		

KLIKITAT COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Alderdale	60,000			1,800		
Centreville	169,082	778	3,455	18,404		
Goldendale	280,850	587	2,014	18,288		
Lyle	58,977		82	2,466		
Roosevelt	784,865		8,125	3,500		
Sundale	7,188			676		
Warwick	58,684			9,649		
Wakkiakus						
Towal	24,565					
Totals	1,888,271	1,815	18,686	54,780		

LINCOLN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Almira	624,645	975	1,916	81,166		
Bluestem	344,631	3,682	7,800	189,041	1,217	235
Canby	122,087		3,850	16,497		95
Creston	520,780	6,549	20,769	84,888	786	1,981
Davenport	848,748	108	12,914	309,596	417	
Denny	119,928	2,670	9,041	51,390	592	3,125
Downs	158,252		100	4,472		
Edwall	862,376	2,900	41,495	90,248	2,900	2,140
Fishtrap						
Fellows	80,363			4,681		
Gravelles	146,829	1,760	3,096	29,560		
Govan	555,076	455	1,752	73,401		240
Harrington	1,060,162	11,180	18,268	388,384	400	5,368
Irby	283,865	169	330	81,064		
Lamona	124,005		1,300	16,686		1,050
Mohler	546,588		1,701	189,240		
Mondovi	311,781	8,049	8,551	118,609	1,261	2,225
Nemo	74,075			3,049		
Omans	162,748	555	573	44,408		
Odessa	479,046	356	970	58,123		
Reardan	623,506	20,046	18,129	148,697	8,547	8,087
Rocklyn	216,100			31,200		
Sprague	531,963	1,541	7,278	136,845		
Waukon	246,079	15,718	46,776	45,410	2,180	
Wilbur	1,028,120	8,499	9,112	218,404	1,011	8,760
Totals	9,521,181	85,101	215,685	2,385,089	14,821	28,258

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

OKANOGAN COUNTY.

LOCATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	21,550	.....	.....	2,250	.....	.....
.....	10,209	6,948	.....	.....	.....	.....
.....	189,121	133,383	30,064	2,342	4,298	246
.....	440	2,225	.....	.....	.....	.....
.....	16,208	4,317	.....	15,883	.....	.....
.....	68,456	3,447	409	5,832	.....	.....
.....
als.....	275,644	155,315	30,473	32,312	4,298	246

SPOKANE COUNTY.

LOCATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	9,817	7,146	.....	1,601	.....	.....
.....	17,588	880	180	1,897	.....	.....
.....	142,139	34,134	7,230	12,061	1,078	824
.....	139,116	15,240	2,600	30,858	2,300	450
.....	292,502	393,543	2,367	30,416	33,846	.....
.....	282,453	17,243	5,924	53,014	1,929	697
.....	33,915	29,400	.....	696	300	.....
.....	118,567	131,943	.....	13,056	19,639	.....
.....	35,230	6,573	206	702	.....	.....
.....	70,935	69,106	.....	1,343	2,899	.....
.....	24,000	10,500	.....	7,000	.....	.....
.....	66,973	34,774	75	16,343	11,906	.....
.....	180,025	193,464	2,727	17,310	37,808	22
.....	219,571	166,273	.....	39,507	7,252	.....
.....	115,539	11,031	48,216	21,892	.....	1,330
.....	161,779	110,890	953	43,231	28,688	.....
.....	110,657	56,759	3,705	19,273	8,821	985
.....	30,030	3,323	3,160	14,742	1,640	411
.....	30,000	62,983	.....	9,833	4,925	.....
als.....	2,101,041	1,354,769	77,333	157,901	4,719	.....

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

WALLA WALLA COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Ayers	8,971					
Berryman	102,299		2,068	18,241		
Bolles Junction	80,136			16,216		
Climax	25,882			5,797		
Clyde	262,368			48,226		
Coppei	121,844	5,738	147,645	20,868		
Dixie	62,476	3,890	4,827	16,989		1,015
Dry Creek	86,989			12,601		
Eastman	38,181		9,400	3,300		
Elwood	60,066			14,187		
Ernie	54,679					
Eureka Junction	97,647			21,673		
Hadley	179,892		3,827	19,342		
Harberts	60,801		8,894			
Lamar	77,064			7,524		
Lowden	80,908			22,752		
Mathews	37,980			11,086		
Minnick	81,125	10,671	11,580	17,819	2,901	700
Moore	61,238			24,654		
Page	54,075			17,065		
Paddock	73,404			24,928		
Pleasant View	225,972			73,517		
Prescott	554,648		72,866	144,300		508
Reaser	54,374					
Rifle	42,526			9,439		
Rulo	124,059			36,330		
Russell Siding	35,582			4,391		
Sapolli	165,976			14,864		
Shaw	67,682			26,746		
Simmons	58,629			15,708		
Sudbury	58,180		7,905	1,845		
Spring Creek	42,750		600			
Thiel	161,736		2,800	24,759		
Touchet	80,277					1,667
Tracy	120,300		11,610			
Valley Grove	167,137		4,400	27,556		
Walla Walla	274,472		33,817	24,398		
Walker	37,296			7,027		
Waitsburg	32,848		11,887	2,679		
Welland	61,850			4,308		
Whitman	48,182			3,289		
Wallula	35,223			16,746		
Totals.....	4,178,029	19,739	388,000	789,688	2,901	3,966

WHITMAN COUNTY.

TIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
184,187	71,142	8,716	46,778	13,856	414	
274,818	15,400	10,808	55,223	5,750	823	
81,802	19,721	1,257	24,782	9,443		
78,374	17,400	2,580	7,980	1,700	2,680	
60,217	85,183		11,062	8,680		
76,942	19,641					
115,284	25,514	4,111	18,867	12,574	400	
107,807			26,683			
259,080	185,683		28,163	23,079		
57,498			600			
22,337	28,200		963	11,025		
167,580	102,272	65,537	59,008	30,173	255	
158,491	43,113	12,482	15,372	72		
216,042	54,783	97,302	124,361	17,298	39	
47,000	9,742		21,000	6,257		
81,515	70,022		27,448	5,776		
256,220	17,072	9,509	50,482	2,409	786	
49,100	30,183	3,339	7,891			
26,146	24,648		17,384	2,300		
80,184	40,073	527	11,449	8,010		
584,305		2,490	69,908			
271,304		1,008	48,667			
143,000	58,530	4,006	56,915	17,104	80	
55,574	49,420		31,204	4,763		
129,005	152,549		24,131	10,587		
73,772	11,321		20,307	9,268		
75,581	95,000		5,843	2,480		
33,765	13,170		57,870	9,519		
100,683	66,027	5,343	1,000			
32,444			32,573	9,549		
98,017	37,305		70,221			
333,220	180	50				
21,611	19,573		6,700			
113,608						
141,827	23,861	27,594				
145,000			41,510			
114,924	67,724	35,514	20,493	18,605	230	
71,389		15,570	46,291	154		
110,624	1,309	9,291	12,347	3,789	92	
74,006	14,412	5,305	9,241	14,564	2,230	
19,094	27,143		10,016	864		
216,314		18,600	32,891			
308,967		1,313	71,004			
61,304	480		3,627			
32,323	44,249	7,680	32,187	18,422		
34,071	61,245	135	9,348	12,317		
15,256	5,251		3,873	1,519		
96,421	10,479	2,117	5,896			
54,329	15,533	333				
90,304	49,559	2,320	3,307	22,531	2,065	
402,741	33,875	69,665	75,648		465	
217,938	164,925	17,169	16,200			
30,312	2,069	863	4,929			
272,983	185,613	1,665	69,199	30,417	223	
88,513	6,155		5,334	2,252		
191,276			47,737			
48,256	61,623	1,675	5,971	3,845		
132,422		3,433	13,320			
121,854	15,434	13,941	33,711	1,725	341	
199,392	100,291	34,199	58,210	21,023	491	
30,522	16,879	613	4,757	5,897		
190,384		5,282	48,112			
58,319	27,496	1,184	12,653	8,715	756	
35,951	32,934	154	921			
346,003	48,306	6,153	68,661	3,750		
92,073	79,229		38,094	17,117		
145,892	30,422	1,619	94,000			

REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

WHITMAN COUNTY—Continued.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Shawnee	78,213	85,023	4,300	7,574	2,166	.....
Sunshine	30,683	12,733	7,973	5,494	.....	.....
Seabury	31,540	26,014	.....	17,507	4,252	.....
Sokulk	31,368	21,062	.....	13,161	1,690	.....
Squaw Canyon	30,854	28,404	5,132	5,942	208	.....
Staley	48,780	20,743	1,643	17,160	14,987	.....
Stepcoe	234,490	100,012	1,463	27,674	7,580	.....
Stoneham	62,879	21,090	.....	20,370	10,310	.....
Stoner Siding	139,175	.....	7,063	21,372	.....	.....
Swan	23,304	10,365	2,296	2,237	4,139	.....
Tekoa	137,253	324,139	6,333	41,253	42,516	.....
Thera	139,693	.....	3,473	13,890	.....	.....
Thornton	134,099	73,991	1,300	23,503	3,189	.....
Tilma	61,770	93,300	2,235	14,956	4,690	.....
Uniontown	291,374	99,985	73,090	121,199	53,323	.....
Walters	65,563	53,989	.....	3,949	300	.....
Warner	30,623	57,323	15,974	19,901	9,493	.....
Whelan	72,133	42,444	.....	33,704	22,973	.....
Willada	259,440	.....	.....	31,839	.....	.....
Winona	195,315	.....	397	40,305	.....	.....
Wawawai	143,339	23,302	23,319	75,564	13,945	.....
Totals.....	11,330,333	3,544,912	635,333	2,479,902	645,291	.....

YAKIMA COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Alfalfa	6,233	7,233	1,600	1,747	.....	.....
Byron	74,733	.....	.....	25,331	.....	.....
Mabton	233,437	6,417	970	27,333	1,633	.....
Parker	3,417	3,124	1,312	.....	.....	.....
Toppenish	1,561	933	.....	.....	.....	.....
Wapato .....	.....	.....	.....	.....	.....	.....
Totals.....	324,430	17,761	3,882	54,904	1,633	.....

STATISTICS OF PUBLIC WAREHOUSES, BY COUNTIES, FOR YEAR
ENDING JUNE 30, 1916.

COUNTIES	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
.....	5,832,007	7,898	4,506	740,880	2,007	400
.....	690,022	.....	80,908	172,450	.....	.....
.....	825,391	984	.....	83,677	.....	.....
.....	179,698	3,720	2,016	33,173	4,994	2,016
.....	1,581,173	18,982	692,994	865,291	1,238	26,384
.....	4,196,540	62,207	17,953	782,934	13,013	2,800
.....	1,139,985	.....	.....	223,908	.....	.....
.....	1,226,239	873	671,346	349,407	1,985	18,227
.....	4,206,321	7,419	3,954	553,354	1,000	250
.....	12,529	.....	.....	2,251	.....	.....
.....	1,393,271	1,315	13,686	54,780	.....	.....
.....	9,521,181	95,101	215,696	2,335,090	14,321	28,236
.....	275,644	155,315	30,473	32,312	4,298	246
.....	2,101,641	1,354,769	77,353	385,210	157,901	4,719
.....	4,173,029	19,739	333,090	759,773	2,901	3,906
.....	11,960,582	3,544,912	665,326	2,479,902	645,291	14,496
.....	324,430	17,751	3,892	54,904	1,635	.....
Totals.....	43,435,345	5,230,990	2,399,773	9,389,309	850,439	101,696

COMPARATIVE STATEMENT OF AMOUNT OF WHEAT HANDLED
BY PUBLIC WAREHOUSES.

Statement showing the amount of wheat handled throughout the year by each of the three classes of warehousemen. "Line Houses" are those which are owned by corporations having milling or exporting facilities at terminals. "Farmer Houses" are those owned by farmer associations and "Other Houses" are individuals who own and operate throughout the grain belt but who have no terminal facilities. The statement shows the number of bushels of wheat handled by each class in each county, the number of stations where operated, the average number of bushels per house and the percentage of the county's production handled by each.

	Number of Stations	Total Wheat	Average to Station	Per Cent. of County
COUNTY—				
.....	37	2,356,543	63,614	44.2
.....	30	2,248,396	112,115	42.2
.....	12	717,687	59,807	13.6
COUNTY—				
.....	5	654,392	130,890	100.0
COUNTY—				
.....	2	74,755	37,377	11.4
.....	9	581,774	64,642	88.6
COUNTY—				
.....	9	317,273	35,253	19.6
.....	4	299,314	74,828	18.6
.....	21	998,121	47,530	62.8

**COMPARATIVE STATEMENT OF AMOUNT OF WHEAT HANDLED
BY PUBLIC WAREHOUSES—CONTINUED.**

	Number of Stations	Total Wheat	Average to Station	Per Cent of County
CHELAN COUNTY—				
Others	2	129,552	69,776	100
DOUGLAS COUNTY—				
Line	14	987,578	63,969	31
Farmers	11	1,420,574	129,143	47
Others	9	654,855	73,873	21
FRANKLIN COUNTY—				
Line	15	402,553	26,837	10
Farmers	6	835,677	55,946	43
GARFIELD COUNTY—				
Line	4	459,584	114,855	34
Farmers	1	111,721	111,721	7
Others	10	949,651	94,965	26
GRANT COUNTY—				
Line	8	380,351	47,541	15
Farmers	18	1,709,879	131,829	54
Others	17	1,029,106	60,535	21
ELIOTAT COUNTY—				
Line	3	243,880	81,293	34
Farmers	2	244,042	122,017	34
Others	8	312,380	39,045	30
LINCOLN COUNTY—				
Line	25	3,577,311	102,309	45
Farmers	14	2,525,935	180,406	34
Others	29	2,280,957	81,408	27
OKANOGAN COUNTY—				
Others	10	149,146	14,914	100
SPOKANE COUNTY—				
Line	14	748,561	53,470	35
Farmers	19	946,205	49,800	48
Others	7	260,969	37,280	18
WALLA WALLA COUNTY—				
Line	36	2,286,862	63,523	54
Farmers	15	1,207,906	80,527	23
Others	12	962,532	80,178	23
WHITMAN COUNTY—				
Line	76	4,715,237	62,043	45
Farmers	45	3,411,349	76,008	34
Others	58	1,906,611	54,067	34
YAKIMA COUNTY—				
Others	9	237,797	26,422	100
STATE—				
Line	228	16,557,275	74,286	34
Farmers	150	14,459,449	96,372	34
Others	211	12,552,670	59,492	34

are 301 places in the state where public warehouses are located. Over one hundred and two public houses are operated in the 301 places. The farmers operate at 150 points and have 184 houses. They handle through these houses from July 1st to November 1st, 14,459,499 bushels of wheat, or 33.2 per cent of the total deliveries. They handled an average of 96,373 bushels of wheat at each of the 150 points. The farmers handled 16,557,275 bushels at 223 points, being 38 per cent of the total deliveries and averaging 74,288 bushels for each station. Independent dealers other than farmers' organizations operated at 211 points and handled 12,552,670 bushels of wheat, being 28.8 per cent of the total deliveries for each station. Figuring \$3,000.00 to be an average investment in each of the 184 houses owned by the farmers' organization, the total investment in their grain handling venture of \$552,000.00. Washington farmers, handling, as they are, 33.2 per cent of the total crop of the state, lead all other states in this respect. Iowa farmers have more farmer organizations handling grain, but do not handle so large a percentage of their state's product. The Society of Farmers operating in the Dakotas and Minnesota, does not handle so much of the total product of these states as do the Washington farmers. In fact, the Farmers' Union organization of Washington, in handling grain, has made a record not equaled by that of any other state.

NEEDED LEGISLATION.

I respectfully submit the following legislation as needful to the benefit of the department:

1. I would recommend that the inspection of hopper scales be placed under the supervision of the railroad track scale department of the State Service Commission. This department is the best prepared to inspect hopper scales of any in the state. In fact, the railroad track scale inspector is the only one who has the right facilities to properly do this work.

2. I would also recommend that the legislature provide for the weighing of hay and the issuance of primary weight certificates at points of shipment. This can be done without additional expense to the state and would be a very valuable service. Three-fourths of the hay sold goes to points not provided with state inspection and no little confusion and controversies arise over weights. By providing for weighing at points of shipment, this can be avoided and greatly facilitate the trading in this commodity. It is my recommendation that owners of scales could be appointed state weighers and be authorized to issue certificates of weight. They would be placed under the same oath of office to which other state officers are sworn. Their compensation would be the fee charged for weighing hay on load. This charge is now made and so better and more efficient service could be provided without additional expense.

The Washington Grain Inspection Department is the only one that renders a service at a loss. In other markets parties desir-

ing the service are required to sign a contract guaranteeing the cost of same. In this state we are called upon daily to furnish when, owing to the facilities of the party being served, it often costs \$5.00 to earn \$1.00 in fees. A fee bill should be provided which would do away with this burden, and place the expense where it belongs. Legislation along this line should specifically provide that no fee greater than is now provided shall be charged against the grain, but the additional fee should be absorbed and paid by the party to whom the service is rendered.

This, I think, is all the legislation needed at this time. Washington grain inspection laws are among the best, if not the very best of any state. Our laws and regulations are not only the equal of those of any other state, but are superior to those of the various border trade departments of the country. For this we have to thank the Washington legislature which enacted the laws and the Public Health Commission which promulgated the rules under which the laws are to be enforced. We, therefore, with full confidence, expect the legislature will not withhold any needed legislation that may tend to place the department on a better and more efficient basis.

CONGRATULATIONS.

We, in closing, want to thank your honorable body for the support and co-operation you have so freely given us during the past three years. We also desire to commend to you the faithful, efficient and loyal support we have had from the various chief deputies and all others associated with them in carrying on the work. This faithful and efficient service is ever needful and no one appreciates so much as I the fullness with which it has been accorded.

Last, but not least, we want to express from the fullness of our hearts our thanks for the splendid confidence so freely given to those for whom we labor. We have strived to render as near as possible justice to all as it was in our power to do, and while, no doubt, mistakes have been made, they were not made purposely. From the multitude of people with whom and for whom we have labored, we are indebted for many kindly expressions and acts of forbearance, which we appreciate too deeply to properly express here, but will say in conclusion that we trust our future relations may be none the less pleasant.

Respectfully submitted,

R. D. JARBOE,
Chief Grain Inspector

MONTH	TACOMA		SEATTLE		OUT INSPECTION		SPOKANE		EVERETT		BELLINGHAM		TOTAL	
	Grain	Hay	Grain	Hay	Tacoma	Seattle	Grain	Hay	Grain	Hay	Grain	Hay	Grain	Hay
1914.														
December	22,359	703	22,170	1,242			4,262	1,065	734	267	353	373	60,573	3,899
1915.														
January	25,175	773	18,040	1,129			3,282	1,573	761	191	305	213	47,659	3,399
February	26,433	1,911	16,362	1,199			3,476	1,221	235	206	212	303	43,733	4,364
March	21,323	1,474	26,950	501			3,622	1,163	124	214	317	185	52,342	3,542
April	9,702	1,180	11,516	746			2,561	1,222	123	106	323	203	24,333	3,463
May	10,457	820	15,447	839			2,561	1,040	260	155			29,726	2,554
June	11,850	632	15,629	274			2,431	907	172	139	Discontinued		29,610	2,612
July	18,189	453	20,217	563			1,521	777	232	176			40,158	1,989
August	19,703	1,470	26,236	1,540			1,333	1,156	403	239			47,773	4,465
September	45,954	1,333	56,482	2,340			3,606	1,195	903	329			106,944	5,247
October	47,453	1,635	56,482	3,243			4,616	1,332	363	473			114,337	6,793
November	23,121	1,042	33,940	2,307			4,049	1,237	491	300			56,583	4,576
December	23,807	1,022	40,750	2,113			3,733	713	1,552	232			31,310	4,085
1916.														
January	13,146	1,680	21,403	3,533	14,575	350	11,229	912	400	300			66,106	6,435
February	12,296	1,032	15,445	2,030	7,410	4,591	21,432	590	203	108			61,377	3,301
March	13,945	1,731	25,870	2,214	2,991	3,764	49,763	702	266	308			93,635	5,045
April	7,645	1,409	17,119	1,622	1,473	1,171	17,739	571	231	275			45,353	3,777
May	13,436	1,720	21,534	2,143	643	1,957	14,246	563	153	205			51,979	4,696
June	9,333	439	15,931	1,792	31	336	11,765	363	322	49			38,238	2,723
July	10,201	454	16,472	1,690			8,700	390	403	35			35,773	2,639
August	21,633	1,543	23,033	2,536	296	2,156	45,394	930	299	323			92,341	5,332
September	23,124	1,427	31,532	2,120	35	1,232	115,223	692	393	350			176,539	4,539
October	29,410	1,240	37,475	2,313	5,035		65,901	375	507	342			139,323	5,275
Totals.	474,249	27,399	622,535	40,306	47,317	16,107	402,304	21,294	9,533	5,966	1,005	1,351	1,574,335	96,275

Table No. 2.

TABULATION SHOWING GRADE AND DOCKAGE OF WHEAT INSPECTED IN TACOMA FROM JULY 1, 1916,
TO JUNE 30, 1916.

Also showing percentages of each type to total; of docked and undocked to No. 1 total; of No. 1, No. 2, No. 3 and No
Grade to total of type; of dockage for smut, foul and other reasons and total dockage to total of type and the
average percentage of each of the above.

Also showing percentages of each type to total; of No. 1, No. 2, No. 3 and No Grade to type total; of smut, foul and other causes for dockage and total dockage to type total, and average percentages of each of the above.

TYPE	Total Weight	No 1.	No. 2	No. 3	N. G.	DISCOUNT FOR			Total Discount
						Smut	Foul	Other	
BLUESTEM	175,516,014	168,637,798	6,746,880	59,974	331,417	342,374	266,796	126,938	742,108
Percentage	33.89	96.94	3.34	0.04	0.18	0.20	0.16	0.07	0.42
CLUB	59,535,938	53,437,347	3,490,416	402,167	1,226,133	968,886	217,645	53,451	1,239,931
Percentage	19.62	94.15	3.94	0.52	1.39	1.09	0.25	0.06	1.40
PIPE	35,320,420	34,011,469	1,412,149	11,727	335,075	211,921	67,430	21,763	301,114
Percentage	19.00	97.39	1.05	0.01	0.45	0.24	0.09	0.03	0.35
FORTYFOLD	37,779,705	36,730,590	909,336	13,038	75,633	422,113	172,355	69,509	735,032
Percentage	8.35	97.33	2.41	0.03	0.20	1.30	0.45	0.18	1.94
TURKEY RED	43,030,439	19,503,550	27,154,877	1,184,579	232,433	75,935	37,450	19,401	132,846
Percentage	10.55	40.53	59.43	2.46	0.43	0.16	0.07	0.04	0.27
RED RUSSIAN	15,770,030	15,770,030	.....	.....	.....	236,750	31,464	10,435	228,710
Percentage	3.49	100.00	.....	.....	.....	1.32	0.20	0.06	2.06
TOTALS	451,691,612	407,935,729	39,713,607	1,751,820	1,250,746	2,335,038	738,140	301,613	3,479,791
Percentage average	100.00	90.33	8.79	0.38	0.50	0.53	0.17	0.07	0.77

Table No. 4.

TABULATION SHOWING GRADE AND DOCKAGE OF HAY INSPECTED AT TACOMA FROM JULY 1, 1915, TO
JUNE 30, 1916.

TYPE	Total Weight	No. 1	No. 1 X	No. 2	No Grade	DOCKAGE FOR			Total Dockage
						Grade	Mixture	Other	
ALFALFA	9,750,931	8,118,545	102,800	531,796	687,699	107,611	30,623	54,778	108,012
Percentage ..	41.70	58.26	1.67	8.58	6.54	1.10	0.31	0.56	1.97
CLOVER ...	509,505	349,742	58,364	96,653	9,251	16,595	3,117	1,428	21,140
Percentage ..	1.77	68.64	10.57	18.97	1.82	3.25	0.61	0.28	4.14
WILD	300,721	724,471	.....	42,334	34,016	7,416	.....	9,791	17,117
Percentage ..	2.99	85.83	.....	4.91	9.76	0.86	.....	1.12	1.98
TIMOTHY	12,002,585	9,678,864	.....	1,900,477	428,545	188,215	.....	237,632	470,847
Percentage ..	41.70	8.57	.....	15.85	3.57	1.53	.....	2.39	3.92
TIMOTHY MIX	2,185,908	1,949,346	.....	174,595	22,005	15,823	168,481	8,833	198,137
Percentage ..	7.59	89.17	.....	7.99	2.84	0.72	7.71	0.40	8.88
WHEAT	2,746,935	2,308,070	47,604	302,322	183,809	21,838	8,046	8,982	33,861
Percentage ..	9.54	82.38	1.74	11.01	4.87	0.80	0.11	0.32	1.23
OAT	208,908	307,711	.....	9,712	51,570	682	.....	.....	682
Percentage ..	1.23	88.80	.....	2.68	13.96	0.13	.....	.....	0.18
WHEAT STRAW	359,637	238,915	.....	55,087	49,635	4,905	.....	1,250	5,456
Percentage ..	1.25	70.60	.....	15.60	13.80	1.17	.....	0.34	1.51
TOTALS	28,785,664	22,630,055	264,445	3,413,371	1,456,680	307,371	205,297	372,604	965,242
Percentage ..	100.00	78.16	0.92	11.85	5.06	1.34	0.71	1.30	8.25

TYPE	Total Weight	No. 1	No. 1 X	No. 2	No Grade	DOCKAGE FOR			Total Dockage
						Grade	Mixture	Other	
TIMOTHY Percentage	19,151,886 41.19	14,092,123 73.53		4,638,450 24.32	401,254 2.10	291,883 1.62		641,111 3.35	982,994 4.87
ALFALFA Percentage	21,145,042 45.43	17,307,276 81.84		2,797,512 13.23	1,043,254 4.93	177,199 0.84		329,485 1.55	506,654 2.40
TIMOTHY MIX Percentage	5,314,300 11.43	4,534,667 86.83		613,869 11.55	165,804 3.12	21,305 0.41	413,306 7.75	167,050 2.96	592,223 11.15
PRAIRIE Percentage	407,013 0.88	407,013 100.00						12,023 3.10	12,023 3.10
GRAIN Percentage	322,935 0.69	322,935 100.00							
BLUEJOINT Percentage	85,133 0.18	58,792 89.02		26,391 30.96		1,980 2.32			1,980 2.32
CLOVER Percentage	61,405 0.13	61,405 100.00				120 0.19			120 0.19
RED TOP Percentage	5,063 0.01	5,063 100.00							
WILD Percentage	3,172 0.01	3,172 100.00							
TOTALS Percentage average	46,499,090 100.00	36,792,486 79.00		8,096,231 17.41	1,610,372 3.46	492,327 1.06	413,306 0.89	1,140,259 2.45	2,046,594 4.40

Table No. 8.

**EARNINGS AND DISBURSEMENTS FROM APRIL 1, 1894,
MARCH 31, 1913.**

	Earnings	Disbursements	Deficit	Surplus
October 31, 1898	\$3,924 06	\$15,892 90	\$6,928 84	\$
October 31, 1900	13,283 62	10,009 24	.....	\$
September 30, 1900	12,558 26	25,584 27	12,726 01	.....
September 30, 1902	31,350 50	30,140 62	.....	.....
September 30, 1904	25,596 60	38,788 24	8,201 64	.....
September 30, 1906	26,923 44	34,412 77	7,489 33	.....
September 30, 1908	23,467 79	40,765 02	17,297 23	.....
September 30, 1910	35,230 80	38,185 94	2,955 14	.....
September 30, 1912	53,481 69	66,281 01	12,849 32	.....
March 31, 1913	28,228 33	28,624 15	.....	.....
Totals	\$259,296 08	\$321,644 16	\$63,447 82	\$

FROM APRIL 1, 1913, TO OCTOBER 31, 1916.

	Earnings	Disbursements	Deficit	Surplus
March 31, 1915	\$74,604 96	\$81,842 77	\$6,737 84	.....
October 31, 1916	78,864 53	68,827 51	.....	\$
Totals	\$148,469 46	\$149,670 28	\$6,737 84	\$
Earnings from April 1, 1894, to March 31, 1913 .....	.....	.....	.....	\$354 62
Appropriated from April 1, 1894, to March 31, 1913 .....	.....	.....	.....	62
Total .....	.....	.....	.....	\$352
Disbursed from April 1, 1894, to March 31, 1913 .....	.....	.....	.....	\$321
Reverted to general fund .....	.....	.....	.....	\$
Earnings from April 1, 1913, to October 31, 1916 .....	.....	.....	.....	\$148 23
Appropriated from April 1, 1913, to October 31, 1916 .....	.....	.....	.....	23
Total .....	.....	.....	.....	\$170
Disbursed from April 1, 1913, to October 31, 1916 .....	.....	.....	.....	148
Balance in treasury .....	.....	.....	.....	\$22

Table No. 9.

RY OF FINANCIAL STATEMENT FROM DECEMBER 1,
1914, TO MARCH 31, 1915.

	Received	Disbursed	Balances
ast report November 30, 1914.....	\$2,361 20		
February 28, 1915.....	8,858 27		
\$100,000 fund.	\$18,214 47	\$18,081 74	\$5,132 73
Inspector's salary.....	600 00	600 00	
deputies' salary.....			
clerk's salary.....	400 00		
expense, etc.....	0 72		0 72
	\$19,231 87	\$14,148 42	*\$5,133 45

to General Fund April 1, 1915.

APRIL 1, 1915, TO NOVEMBER 1, 1916.

	Received	Disbursed	Balances
n, General Fund.....	†\$100,000 00		
an is collected.....	*\$78,864 58	\$80,042 80	\$13,821 98
or's salary	†4,000 00	2,166 66	833 34
's salary at Tacoma.....	†3,000 00	2,875 00	625 00
salary	†2,400 00	1,900 00	500 00
e, etc.....	†1,000 00		1,000 00
nd	†1,200 00	843 25	356 75
	\$85,464 58	\$88,827 61	†\$17,187 02

† Appropriated. ‡ Balance in Treasury.

DISPOSITION OF CASES AFFECTING PUBLIC WA HOUSES AND GRAIN INSPECTION.

No. 684.

MAYVIEW FARMER'S UNION No. 4, *Complainant*, v. JOHN F. WORUM, D
BUSINESS AS THE MAYVIEW TRAMWAY COMPANY, *Respondent*.

SUPPLEMENTAL ORDER.

On September 14, 1916, the Commission, having found that respondent's facilities for receiving grain at the head of the tramway by means of which grain is carried from the top of the bluff back of respondent's warehouse, located on the south bank of the Snake River, near Mayview, Garfield County, Washington, to such warehouse for storage and shipment, were inadequate and insufficient, entered an order in the above entitled proceedings requiring the respondent to file with the Commission plans and specifications for so increasing or extending such facilities as to make such facilities adequate and sufficient.

On October 23, 1916, respondent filed a plan and specification for increasing and extending such facilities for the purpose of making such facilities adequate and sufficient, which plan contemplates the following improvements.

Extension of the north receiving track for a distance of 100 feet westerly (toward the county road) from the west end of such track.

Extension of the center receiving track for a distance of 50 feet westerly from the west end thereof.

Extension of the south receiving track for a distance of 70 feet westerly from the west end thereof.

After further consideration of the evidence introduced in the above proceeding, the Commission finds that the plan for increasing and extending said facilities proposed by respondent, will, when executed, make respondent's said facilities adequate and sufficient.

WHEREFORE IT IS ORDERED That respondent extend said receiving tracks in the manner proposed and as hereinbefore specified and that such extensions be made and completed on or before November 1, 1916.

No. 684.

MAYVIEW FARMER'S UNION No. 4, *Complainant*, v. JOHN F. WORUM, D
BUSINESS AS THE MAYVIEW TRAMWAY COMPANY, *Respondent*.

This cause came on for hearing before the Public Service Commission of Washington at Wawawai, Washington, on September 3, 1916. Commissioners Arthur A. Lewis and Frank R. Spinning being present. Complainant was represented by Honorable M. F. Goss, its attorney. Respondent appeared in person. Witnesses were sworn and examined.

ion deferred pending additional testimony which was taken
ition, June 1, 1916. The Commission having considered all
vidence and being fully advised in the premises, makes the

FINDINGS OF FACT.

I.

complainant, Mayview Farmers' Union No. 4, is an agricul-
tural association organized and existing for the purpose of promoting
interests of its members who are engaged in the business of raising
and marketing grain in Garfield County, Washington.

II.

Respondent John F. Worum is engaged in the business of
operating, controlling and managing a certain warehouse on
the west bank of the Snake River near Mayview, Garfield County,
Washington, at which grain is received from the public for storage and
handling, and such grain being carried off from such warehouse by boats
on the Snake river. In connection with such warehouse the
respondent operates a tramway which is about one mile in length, by
means of which tramway the grain handled and stored is carried from
the bluff back of the warehouse to and into such warehouse.
Respondent John F. Worum does business under the name and style
Mayview Tramway Company.

III.

On November 15, 1912, after hearing and investigation the Com-
mission made an order in the above entitled proceeding fixing the fol-
lowing schedule of rates to be charged by respondent:

1/2 cent per ton for all grain held in storage not later than De-
cember 31st.
1 cent per ton for all grain held in storage not later than Jan-
uary 31st.
1 cent per ton per month additional for all grain held in storage after
February 1st.

IV.

On June 25, 1915, respondent filed with the Commission an appli-
cation for permission to increase rates for services specified in said
application as follows:

1/2 cent per ton for all grain held in storage not later than December
31st.
1 cent per ton per month additional for all grain held in storage after
January 1st.

V.

Respondent's total revenue received for handling the grain crop of
1914 amounted to \$6,807.00. The tonnage handled in 1914 was approx-
imately the same amount of tonnage handled in 1912, and such ton-
nage does not vary materially from year to year. The operating ex-
penses for 1914 including cost of receiving, storing and loading out
grain, insurance and maintenance, was approximately \$3,552.00,

leaving a net earning of approximately \$3,255.00. The cost of reproducing respondent's plant, as found by Mr. Henry L. Gray in 1912, then engineer for the Public Service Commission of Washington, was \$16,083.00. Additions to the plant have been made by respondent since 1912 amounting to \$500.00. The tramway extends from the Snake river to the top of the bluffs, a distance of 4756 feet and in this distance the track rises 1743 feet above the turn table located at the warehouse. By reason of the steep grade on which the tramway track is laid and the topographical conditions existing in the vicinity thereof and in the vicinity of the warehouse, the life of the plant, including the tramway and warehouse, is less than the life of such facilities would be under usual conditions, and the hazard affecting the investment in the plant, including tramway and warehouse, is materially greater than is the case where a track is located on comparatively level ground and warehouses are otherwise situated. Under ordinary conditions depreciation of approximately four per cent. on the investment in a plant of the same general character as that of respondent should be taken into consideration, while under conditions affecting respondent's plant, depreciation to the extent of six or seven per cent. would not be excessive.

Considerable evidence was introduced relating to the amount which should be allowed respondent for service in managing and conducting the plant and business. From the evidence it appears that a salary of \$1,200 per year for managing a warehouse of approximately the same capacity as respondent's, but without a tramway connected therewith, is a reasonable allowance. It appears that the personal risk or hazard which attends the performance of the duties of the manager of the tramway in question, is considerable; that prior to the time Mr. Worum took charge of the tramway, two men were killed in connection with its operation; that Mr. Worum has found it difficult, if not impossible, to secure competent men for reasonable compensation to inspect or make necessary repairs on the tramway, and that the risk is considered such that accident insurance to cover such hazard cannot be secured by Mr. Worum. It is conceded by complainant that an allowance of \$1,500.00 per year for Mr. Worum's services in conducting and managing the business would be reasonable if Mr. Worum devoted his entire time thereto. It was not shown that Mr. Worum was engaged in conducting any other business which required any material portion of his time. It appears from the evidence that the value of the annual grain crop handled over the tramway and through the warehouse referred to, is approximately \$250,000; that Mr. Worum is financially responsible and able to respond in damages for any loss which may be occasioned by any neglect of his duty, while the Commission is charged with the duty of requiring respondent's service to be adequate and sufficient to serve the convenience of his patrons. With this responsibility, the personal risk involved and other elements referred to, the Commission is satisfied that an allowance of \$1,500.00 per year is not unreasonable or at all excessive.

respondent's investment carries with it a hazard which may be said to be peculiar or unusual in that his patrons consist of the members of a private body; that such patrons, in at least one respect which has a bearing upon his investment, act as a unit. Unlike many other enterprises, respondent does not enjoy the advantage of having a franchise for the reason that whenever respondent's patrons desire to build the construction and operation of a tramway and warehouse on their own account, no franchise is necessary, while the operation of a tramway and warehouse by respondent's patrons would leave respondent with a single patron, but with an investment in a plant which has no operating value. This peculiar hazard, taken in connection with the hazard resulting from the topographical conditions existing in the vicinity of respondent's plant, justifies and requires a higher return on respondent's investment than is usually allowed public utilities which are more favorably situated in respect to such conditions surrounding respondent's plant and investment.

After due consideration to the various factors hereinbefore discussed, the Commission believes that the return on respondent's investment, which remains, after deducting a reasonable allowance for respondent's personal service and a reasonable amount for depreciation, of net earnings of \$3,255.00 hereinbefore found, is unreasonable and inequitable.

VI.

Requiring respondent to increase his rate per ton for all grain held in storage not later than December 31, from \$1.12½ to \$1.15, will result in an increase in respondent's annual revenue of approximately \$700.00 by substituting a charge of 10 cents per ton per month additional for all grain held in storage after December 31 for the other rates contained in the schedule of rates fixed by the Commission in 1912, respondent's annual revenue will be increased by a sum which in no event will exceed \$700.00, but which will be very likely less, if the additional 5 cents per ton per month for storage after December 31, has the effect of causing shipments of grain from the warehouse to be made earlier than such shipments were made during the year 1914. While it is impracticable to determine in advance the exact extent to which the proposed changes in respondent's rates and charges will increase his annual revenue, the limit of such increase will be approximately \$835.00, which increase in revenue the Commission finds to be just and reasonable and required.

The rate of \$1.15 per ton for all grain held in storage not later than December 31, and a charge of 10 cents per ton per month additional for all grain held in storage after December 31, is just, fair and

VII.

There is considerable evidence in the record relating to the capacity and accuracy of respondent's scales located at the head of the tramway. The complainant contends the respondent should be required to re-

place the five ton scales now provided, with scales having a capacity of ten tons. The accuracy of the five ton scales, when used for weights not exceeding five tons gross, is not questioned. There are four farmers who haul their grain to respondent's plant. The eight six-horse teams used for hauling grain to the head of the tramway. The number of teams having less than six horses, which are used by this group of farmers for hauling grain, was not shown; however, the six horse teams, of necessity, must constitute a very minor part of the total number of teams used.

We believe it fairly appears from the evidence that some economy might be effected by the farmers if a ten ton scale should be provided by respondent, but we are not satisfied by the evidence that it would be just or reasonable to require respondent to replace the existing five ton scales with ten ton scales at this time. The cost of ten ton scales, or the expense of installing same, cannot be determined from the evidence. The evidence shows that the existing scale is in good working condition.

Chapter 153 of the Laws of 1913, regulating the load in proportion to the width of tires that may be transported on vehicles over and on certain state and county roads, was referred to in the evidence, but it was not shown that the Board of County Commissioners of Garfield County had determined whether or not the character of the material of which the roads of that county are constructed and the climatic conditions prevailing in such county, render it necessary that the provisions of the act be enforced in that county. Section 2 of the act imposes upon the County Commissioners the duty of making such determination, and it must be assumed that such duty will be performed by that Board in the near future, if such determination has not already been made.

This determination has an important bearing upon the question referred to and the Commission feels that for this reason, if for no other, it should not require respondent to incur the expense demanded unless it is determined in the manner provided whether the conditions render it necessary that the provisions of such act be enforced in Garfield County.

VIII.

Complainant, also, contended that respondent's facilities for receiving grain at the head of the tramway should be increased or extended so as to enable respondent to receive grain promptly and avoid interrupting the hauling by the farmers. The Commission finds that respondent's facilities for receiving grain at the head of the tramway are inadequate and insufficient and should be increased or extended in a manner as will avoid the necessity of interrupting the hauling. Interruptions seriously inconvenience the farmers and increase necessarily, their hauling expense. It is practicable for respondent to increase or extend his facilities, without an unreasonable expense, so as to avoid the inconvenience and unnecessary expense complained of, by adopting the plan suggested by the farmers in their testimony or some other plan which respondent may devise.

BEFORE IT IS ORDERED, That respondent be, and he hereby is, ordered to adopt, publish and charge the following schedule of rates: \$1.00 per ton for all grain held in storage not later than December 31st, 1911; and \$1.50 per ton per month additional for all grain held in storage after December 31st.

FURTHER ORDERED, That respondent file with the Commission, within thirty days after service of this order, plan and specifications for increasing or extending his facilities for receiving grain at the Reardan tramway as to make his facilities therefor adequate and

No. 1515.

IN RE THE TRI-STATE TERMINAL WAREHOUSE COMPANY OF SEATTLE, WASHINGTON, AND THE REARDAN UNION GRAIN COMPANY OF REARDAN, WASHINGTON, FROM THE DECISION OF C. J. HOLST, STATE GRAIN INSPECTOR, IN THE GRADING OF CERTAIN CARS OF WHEAT.

STATEMENT.

The wheat in question in this proceeding, about 20,000 bushels, was received at state weights and grades by the Reardan Union Grain Company from J. K. Smith and shipped from Reardan, Washington, to Tacoma, Washington, to the Sperry Flour Company. At Tacoma the wheat was graded by C. J. Holst, State Grain Inspector, as No. 1 Blue Stem. From the decision of the state grain inspector an appeal was taken to this Commission and a notice was issued stating the time and place where testimony would be heard by the Commission relative to the grading of said wheat and the decision of the state grain inspector. In the record of this proceeding it does not appear that any copy of said notice was served upon the Sperry Flour Company or J. K. Smith.

At the hearing of said appeal testimony was taken and after the hearing thereof findings were made by the Commission to the effect that said wheat was No. 1 Blue Stem and the Commission ordered that the final grade of No. 1 Blue Stem mixed, established by the inspection of grain shipped by the Tri-State Terminal Warehouse Company and the Reardan Union Grain Company in cars numbered 46013, 39723, 24481, 50096, 44006, 34653, 43857 and 42282, be and that said grain, and the whole thereof, be declared to be as No. 1 Blue Stem and be so graded and a certificate should be issued accordingly. After the decision of the Commission reversing the decision of the grain inspector, the Reardan Union Grain Company brought an action in the Superior Court in and for the county of Grant against J. K. Smith, defendant, to recover balance claimed for wheat sold to said J. K. Smith by the Reardan Union Grain Company and shipped according to his instructions to the Sperry Flour Company of Tacoma. In said action it was claimed that the wheat was not subject to inspection and grading under the provisions of

the laws of Washington, 1911, Chapter 91, page 398, and payment made according to grade; that the grain inspector graded the wheat as No. 1 Blue Stem and Club, mixed; that the defendant, J. K. Smith, paid the plaintiff Reardan Union Grain Company for the wheat according to that grade; that an appeal was taken by the Reardan Union Grain Company to the Public Service Commission, which reversed the grain inspector's decision and graded the wheat as No. 1 Blue Stem; that this grade made the value of the wheat \$269.84 more than it would have been according to the inspector's grade; that the recovery of this difference was the purpose of the action. In the Superior Court of Spokane county a judgment was rendered as prayed for in said action and an appeal was taken from that judgment to the Supreme Court of the State of Washington and upon hearing, the judgment of the Superior Court was reversed and the cause remanded for new trial. The Supreme Court reversed the judgment of the Superior Court for the reason that all interested parties were not notified of the time and place designated by the Commission for the taking of testimony; that there was nothing in the record of the Commission showing any notice to the Sperry Flour Company or J. K. Smith. After the remittitur from the Supreme Court this Commission caused a new notice to be issued for the taking of testimony upon the appeal, directed to, and served upon, the following named parties: Tri-State Terminal Warehouse Company, Reardan Union Grain Company, Sperry Flour Company and J. K. Smith, in the form and manner provided by statute. On April 14, 1916, at the hour of 10:00 o'clock A. M., at the assembly room of the Tacoma Chamber of Commerce, at the time and place mentioned in said last mentioned notice, the Public Service Commission met for the taking of testimony. Prior to any testimony being taken, J. K. Smith and the Sperry Flour Company entered their special appearance and moved that the appeal from the decision of the state grain inspector be dismissed and several grounds were stated in said motion why J. K. Smith and the Sperry Flour Company desired the dismissal of the appeal. The motion was overruled by the Commission. At the close of the taking of testimony in Tacoma on April 14, 1916, the hearing was adjourned to Monday, April 17, at Spokane, for the taking of further testimony. On said last mentioned day the taking of testimony was concluded.

OPINION.

The Commission regrets that there is no scientific method by which wheat and other grains can be graded. Many so-called expert witnesses were called and gave testimony in this cause. They were shown samples of wheat taken from the cars by the state grain inspector which had been labeled and preserved. As to these samples the opinion of the experts vary from about 15 per cent. to 38 per cent. The testimony of the witnesses who testified that in their judgment the wheat should be classed as No. 1 Blue Stem, admitted that it was just on the border between No. 1 Blue Stem and No. 1 Blue Stem mixed,

te an array of witnesses declared that in their opinion the contained from 25 per cent. to 35 per cent. of wheat other than 1. It also appears that two of the witnesses who, at the for- ing, testified that the wheat should be classed as No. 1 Blue he last hearing testified that it should be classed as No. 1 Blue ed. The Commission imputes no lack of sincerity to these . We are of the opinion that we would fail to properly weigh nce in this case should we adopt the opinion of the few wit- o testified that in their opinion the wheat is just within the nt. state standard, and pay no heed to the testimony of the nesses whose testimony was to the effect that the samples from 20 per cent. to 35 per cent. wheat other than Blue Stem.

FINDINGS.

I.

the evidence the Commission finds that C. J. Holst, Chief pector, graded wheat received at Tacoma, Washington, in cars 46013, 27612, 45792, 39723, 24481, 50096, 44006, 34653, 43857 , between May 23, 1913, and June 21, 1913, decided said wheat 1 Blue Stem mixed, and issued his certificate accordingly.

II.

the wheat shipped in said cars, as mentioned in paragraph 1 ndings, was No. 1 Blue Stem mixed.

ORDER.

BEFORE IT IS ORDERED, That the grade established by the inspec- d the same hereby is, in all particulars, affirmed.

INFORMAL COMPLAINTS AND THEIR DISPOSITION

When complaints are received against public service utilities it seems possible by correspondence to settle the cause of complaint promptly, and at the same time save the expense of a formal hearing. These complaints are entered as "Informal Complaints."

During the year covered by this report there were 459 such Informal Complaints brought to the attention of the Commission, being numbered from 2200 to 2658, inclusive.

Below will be found, in condensed form, a statement showing the disposition of those cases that were pending December 1, 1915, the date of the last prior report, (being cases numbered up to 2199) and of the new informal complaints filed the past year and their present status:

No. 1370. Western Retail Lumbermen's Association (Spokane) v. Hewitt-Lea-Funk Company. Misbilling freight. Pending.

No. 1393. P. J. Franciolo & Company (Tacoma) v. Chicago & Milwaukee & St. Paul Railway Company. Overcharge switching. Pending.

No. 1485. Seaquist Bros. (Portland, Ore.) v. Silver Lake Railway & Lumber Company. Operating without tariffs. Not common carrier. Closed.

No. 1623. Pacific Coast Shippers Association (Seattle) v. Northern Railway Company. Excessive minimum weights. Pending.

No. 1627. Farwest Clay Company (Tacoma) v. Railways. Damage. Closed.

No. 1633. Mashell Paint Company (Tacoma) v. Tacoma Water Rates. Pending.

No. 1674. Crescent Manufacturing Company (Seattle) v. Railways. Duplication station names. Closed. No jurisdiction.

No. 1687. Citizens (Bucoda) v. Northern Pacific Railway Company. Closing station. Pending.

No. 1692. Miss M. Pendergast (Seattle) v. Pacific Telephone & Telegraph Company. Overcharge. Pending.

No. 1694. Commercial Club (Otis Orchards) v. Northern Pacific Railway Company. Station agent. Closed.

No. 1703. State Highway Commission v. Railways. Rate on crushed rock. Closed.

No. 1711. J. B. Jones (Chesaw) v. Pacific Telephone & Telegraph Company. Connection charge. Closed. Connection made.

No. 1733. F. D. Vincent (Pacific) v. Chicago, Milwaukee & St. Paul Railway Company. Sidetrack facilities. Pending.

No. 1734. Kulzer Lumber Company (Valley) v. Railways. Rate on lumber. Transferred to formal hearing No. 1830.

No. 1761. J. P. O'Brien (Olympia) v. Percival Dock. Overcharge. Pending.

- . T. M. Creel (Quincy) v. Quincy Valley Water Users. Pending.
- . Morris Johnson (Mount Vernon) v. Great Northern Railway. Stock shipping facilities. Closed. Chute provided.
- . Belknap Glass Company (Seattle) v. Steamboats. Rates closed. Suggestions made for special tariff.
- . Puget Sound & Baker River Railway Company (Bellingham) v. Northern Railway Company. Rate on fuel oil. Closed. Railway company.
- . Hewitt Logging Company (Tacoma) v. Northern Pacific Company. Reparation. Closed. Satisfactory settlement made.
- . Porter Bros. (Tacoma) v. Northern Pacific Railway Company. Charge. Closed.
- . Citizens (Menlo) v. Northern Pacific Railway Company. Rates. Closed.
- . H. J. Spencer (Paterson) v. Spokane, Portland & Seattle Company. Fencing. Closed. Fence constructed.
- . Commercial Club (Bellevue) v. Pacific Telephone & Company. Service. Service furnished. Closed.
- . Citizens (Puyallup) v. Puget Sound Traction, Light & Power Company. Light rates. Pending.
- . State Board of Control (Olympia) v. Washington Oregon Electric Light & Power Company. Electric rates State Training School. Closed.
- . Commission v. Great Northern Railway Company. Violation of law. Pending.
- . Earl P. Jones (Elma) v. Elma Electric Light & Power Company. Meter in church. Closed. Schedule rate charged.
- . Pacific Fruit & Produce Company (Tacoma) v. Northern Railway Company. Switching charges at Aberdeen. Closed.
- . Chas. E. Ray (Ceres) v. Northern Pacific Railway Company. Charge. Closed. Fence constructed.
- . McCoy Loggie Timber Company (Bellingham) v. Northern Railway Company. Overcharges. Closed.
- . Krupp Telephone Company (Krupp) v. Pacific Telephone Company. Service. Closed.
- . W. W. Clark (Oroville) v. Great Northern Railway Company. Charge. Closed.
- . Grays Harbor Gas Company (Aberdeen) v. Grays Harbor & Light Company. Electrolysis. Closed. No jurisdiction.
- . Brotherhood Railway Trainmen (Seattle) v. Chicago, & North Pacific Railway Company. Violation full crew law. Pending.
- . H. E. Springer (Seattle) v. Duwamish Water Company. Charge. Closed.
- . Spokane Merchants Association (Spokane) v. Great Northern Railway Company. Excessive rates. Closed.

No. 1964. Appleton Growers Commercial Club (Lyle) v. Lyle Telephone Company. Service. Closed.

No. 1967. Pleasant Hill Telephone Company (Ostrander) v. Granger Telephone Company. Exchange rates. Closed.

No. 1973. Medical Lake Telephone Company (Medical Lake) v. Pacific Telephone & Telegraph Company. Connections. Closed.

No. 1976. Chas. Devlin (Elma) v. Northern Pacific Railway Company. Fencing. Closed.

No. 1980. Chas. A. Warhanick (Seattle) v. Seattle Lighting Company. Twenty-five cent minimum charge. Closed.

No. 1982. O. E. Beebe (Bellingham) v. Pacific Telephone & Telegraph Company. Request special service. Closed.

No. 1986. T. H. Lloyd (Snohomish) v. Great Northern Railway Company. Drinking water at station. Closed.

No. 1987. Inspection Department v. Chicago, Milwaukee & St. Paul Railway Company. Drinking water at Snohomish. Closed.

No. 2001. John K. Stewart et al. (Wenatchee) v. Phillip Miller Irrigation Company. Service. Closed.

No. 2007. Mrs. A. N. Simpson (Port Orchard) v. Water Company. Water supply. Closed.

No. 2008. S. F. Woody (Bothel) v. Bothel Water Company. Quality of water. Closed.

No. 2011. S. E. Dorisy (Seattle) v. Henry Sicard. Quality of water, Puyallup. Closed.

No. 2012. State Board of Health v. Camas Water Company. Quality of water. Closed.

No. 2013. State Board of Health v. Marcus Power & Water Company. Quality of water. Closed.

No. 2017. State Board of Health v. Home Power & Water Company. Quality of water, Mount Vernon. Closed.

No. 2019. Vashon Maury Island Commercial Club v. Inland Empire Transportation & Trading Company *et al.* Interchange service. Pending.

No. 2021. Allentown Duwamish Improvement Club v. Northern Pacific Railway Company. Crossing. Pending.

No. 2039. Mrs. D. A. Morrison (Riverton) v. Riverton Water Works. Service. Closed.

No. 2044. Satsop Co-operative Cheese Factory (Satsop) v. Northern Pacific Railway Company. Rate on cheese. Closed.

No. 2055. E. E. Bentley (White Salmon) v. Northern Electric Company. Service. Closed.

No. 2056. M. F. Smith (Hoquiam) v. Hoquiam Water Company. Rates. Closed.

No. 2061. E. N. Hutchinson (Blaine) v. Great Northern Railway Company. Livestock facilities. Closed.

No. 2065. Everett Box & Manufacturing Company (Everett) v. Northern Pacific Railway Company. Switching charge. Closed.

46. N. C. Shaver (Echo) v. Echo Valley & Colville Telephone Company. Service. Closed.
49. W. S. Lewis (Spokane) v. Pacific Telephone & Telephone Company. Overcharge. Closed.
50. W. D. Gunkel (Waterville) v. Great Northern Railway. Auto at Station. Closed.
51. Rebecca Lantz Muir (Spokane) v. Pacific Telephone & Telephone Company. Service. Closed.
53. Stearn Lumber & Shingle Company (Stearnsville) v. Pacific Railway Company. Excessive switching rate. Closed. Complainant satisfied.
55. T. J. Polley (Bellingham) v. Pacific Telephone & Telephone Company. Refund. Closed.
56. Railroadmen's Legislative Board (Redmond) v. Railroads full crew law. Closed.
57. Arthur Simmons (Milton) v. Puget Sound Electric Railway. Half fare transfer. Closed.
61. McKinley Mitchell (Portland, Ore.) v. Spokane, Portland & Northern Railway Company. Agent at Fishers. Closed.
62. R. E. Leonard (Walla Walla) v. Pacific Power & Light Company. Deposit. Closed. Complainant satisfied.
64. Spring Coulee Independent Telephone Company (Okanagan) v. Pacific Telephone & Telegraph Company. Switching rates. Closed.
66. G. F. Messer (Aberdeen) v. Pacific Telephone & Telephone Company. Excessive toll charges. Closed.
68. Commission v. Northern Pacific Railway Company. Full crew law. Closed.
69. Seattle Construction & Drydock Company (Seattle) v. Pacific Railway Company. Challenges reasonableness of p. 8, Western Classification No. 53. Closed.
70. City Council (Renton) v. Puget Sound Traction, Light & Power Company. Excessive lighting rate minimum. Pending.
76. Upper Columbia Steamship Company (Bridgeport) v. Northern Railway Company. Extension of spur at Pateros. Closed.
79. Preston Shaffer Milling Company (Waitsburg) v. Oregonian Railroad & Navigation Company. Switching charges. Closed.
87. Thompson & Stacey (Tacoma) v. Railways. Excessive freight. Closed.
88. Ernest Woodcock (North Yakima) v. Woodhouse Telephone Company. Discrimination. Closed.
89. L. P. Unger (Goshen) v. Pacific Telephone & Telegraph Company. Service. Closed.
93. P. H. Akrill (Lyle) v. Lyle Telephone Company. Closed.

No. 2148. City Authorities (Renton) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2152. Star Steamship Company (Seattle) v. Westside Barge Company. Operating without tariff. Closed.

No. 2153. Star Steamship Company (Seattle) v. Lillico Transportation Company. Operating without tariff. Closed.

No. 2157. Greenbank Company (Seattle) v. Whidby Telephone Company. Rates. Closed.

No. 2159. Citizens (Smyrna) v. Chicago, Milwaukee & St. Paul Railway Company. Station and train service. Pending.

No. 2160. Oscar Klocker (Port Townsend) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2162. E. P. Moran (Bellevue) v. Westside Barge Company. Operating without tariff. Closed.

No. 2165. George F. Land (Seattle) v. Seattle Lighting Company. Extension of gas main. Closed.

No. 2167. In the matter of the investigation of the water supply at Mount Vernon. Closed.

No. 2168. Petition of Winlock Water Company (Winlock) for ruling on meter charges. Closed.

No. 2170. E. L. Hooper (Seattle) v. Navy Yard Route. Discrimination. Closed.

No. 2171. City officials (Brewster) v. McPherson Bros. Company. Service and rates Brewster ferry. Transferred to formal hearing 1927. Closed.

No. 2175. Mr. Taylor (Montesano) v. Northern Pacific Railway Company. Refund. Closed.

No. 2176. Puget Sound Navigation Company (Seattle) v. Grays Harbor Boat Vamook. Operating without tariff. Closed.

No. 2186. Tucker & Hanford Company (Seattle) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2187. Harry H. James (Seattle) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2189. Gatewood-Fauntelroy Improvement Club (Seattle) v. Puget Sound Traction, Light & Power Company. Service. Closed.

No. 2192. Martin Bros. (Dolphin) v. Great Northern Express Company. Routing of shipment. Closed. Interstate.

No. 2198. Washington Paving Company (Seattle) v. Everett Dock & Warehouse Company. Excessive wharfage. Closed. Ruling made.

No. 2200. Mrs. W. C. Gratz (Spokane) v. Pacific Telephone & Telegraph Company. Refund of deposit. Closed.

No. 2201. Cedar Chest Mfg Co (Grotto) v. Northern Pacific Railway Company. Overcharge. Tariff rates charged. Closed.

No. 2202. Ed Dill (Charleston) v. Washington Route. Refund on unused tickets. Closed.

No. 2203. In re death of Ida A. Bratt. Closed. Transferred to formal hearing 4112.

- b. 2204. E. S. Bateman (Seattle) Metropolitan Theater. Sale of tickets. Closed. No jurisdiction.
- b. 2205. Kitsap Transportation Company (Seattle) v. Liberty Transportation Company. Violation of tariff rates. Closed. Referred to formal hearing 1811.
- b. 2206. Paul Schuman (Woodland) v. Ridgefield, Sara & Vancouver Telephone Company. Service. Closed. No jurisdiction.
- b. 2207. Richmond Beach Improvement Club (Richmond Beach) v. Edmonds, Richmond Beach & Seattle Bus Line. Rates. Closed. No jurisdiction.
- b. 2208. T. S. Sherman (Dryden) v. Great Northern Railway Company. Locking up waiting room at night. Closed. Complainant satisfied.
- b. 2209. Guy Syford (Regents Park) v. Great Northern Railway Company. Baggage transferred at Vancouver. Closed.
- b. 2210. Loyal Railway Company (Seattle) requesting permission to operate street car with one man. Closed. Order issued.
- b. 2211. Lothr and Flanders (Walla Walla) v. O.-W. R. & N. Co. Poor service in East Oregon. Closed. Service improved.
- b. 2212. M. N. McKnight (Bremerton) v. Pacific Telephone & Telegraph Company. Refund of deposit. Closed.
- b. 2213. Anderson Land Company (Spokane) v. Pacific Telephone & Telegraph Company. Service. Closed.
- b. 2214. City of Edmonds v. Puget Sound Navigation Company.
- b. 2215. Citizens of Starr, Wash., v. Great Northern Railway. Poor facilities. Closed. Not justified.
- b. 2216. A. M. Rivers (Portage) v. Garrison Fisher Company. Rate meter. Closed.
- b. 2217. Warrack Construction Company (Seattle) v. Northern Railway Company. Rate on gravel. Closed.
- b. 2230. White River Lbr. Co. (Enumclaw) v. Northern Pacific Railway. Overcharge. Tariff charged. Closed.
- b. 2231. Grays Harbor Lumber Co. (Hoquiam) v. Hoquiam Water Company. Sprinkling rates. Closed. Ruling made.
- b. 2232. Tacoma Sand & Gravel Co. (Tacoma) v. C. M. & St. P. Switching charges. Closed. No formal.
- b. 2233. Western Retail Lbr. Assn. (Spokane) v. Hewett Lea Co. False billing. Closed.
- b. 2234. M. Agard (South Bend) v. N. W. Elect. & Water Co. Overcharge. Closed. No jurisdiction.
- b. 2235. Quincy Farmers Elev. Co. (Quincy) v. G. N. Ry. Damage. Closed. No formal complaint.
- b. 2236. In re death Otto Roberts on O.-W. R. & N. wreck near Port. Closed. Transferred to formal hearing 4054.
- b. 2237. Peter Blue (Outlook) v. N. P. Ry. Rate on vegetables.

No. 2238. J. E. Shields (Seattle) v. Western Union Tel. Co. Overcharge. Closed. No jurisdiction.

No. 2239. In re death of T. Tanahaske on G. N. Interbay, N. 25, 1915. Closed. Transferred to formal hearing 4052.

No. 2240. S. Kellogg Shoe Co. (Tacoma) v. N. P. Ry. Loss freight at prepay station. Closed. No jurisdiction.

No. 2241. C. Hanford (Seattle) v. Pac. Power & Light Co. Irrigation charges. Closed. Transferred to formal hearing 4033.

No. 2242. In re accident on Washington Water Power Co. (Spokane). Closed. Transferred to formal hearing 4024.

No. 2243. Washington Western Railway (Three Lakes) v. Northern Pacific Railway. Classification. Closed. Transferred to formal hearing 1495.

No. 2244. Omak Commercial Club (Omak) v. G. N. Ry. Construction spur track. Closed. No prosecution. See 2384.

No. 2245. Claude Clampett (Manette) Manette Water Works Service. Closed.

No. 2246. M. Tank (Spokane) v. N. P. Ry. Co. Storage charges. Closed.

No. 2247. W. A. Richmond (Williams) v. G. N. Ry. Fencing right of way. Closed.

No. 2248. B. J. Kean (Manette) Manette Water Works. Service. Closed.

No. 2249. H. E. Rotchford (Seattle) Seattle Lighting Co. Discount on bills. Closed.

No. 2250. Canyon Lbr. Co. (Everett) N. P. and G. N. Ry. Switching charges. Closed.

No. 2251. In re Port Angeles Water Supply. Closed. Water supply improved.

No. 2252. In re Boone Avenue bridge (Spokane). Closed.

No. 2253. J. Bushnell (Seattle) v. O.-W. R. & N. Co. Excess mileage pulled. Closed. Tariff rate charged.

No. 2254. L. P. Hazrett (Portland) v. G. N. Ry. Delayed shipment of cattle. Closed.

No. 2255. Citizens of Olympia (Olympia) v. Olympia Light Power Company. One man street car. Closed.

No. 2256. Fred W. Lems (Tumwater) Pt. Townsend Southern Railway. Abandoning service. Closed.

No. 2257. H. O. Flashback (Olympia) v. Railways. South Bend connection. Closed.

No. 2259. A. C. McBride (Everett) v. P. S. Nav. Co. Passenger fare. Closed. No jurisdiction.

No. 2260. Ryan and Newton (Spokane) v. G. N. Ry. Co. Overcharge. Closed.

No. 2261. J. M. Ponder (Chehalis) v. N. P. Ry. Storage charges. Closed. Complainant satisfied.

2262. E. S. West (North Yakima) v. Pacific Tel. & Tel. Co. Not in directory. Closed.
2263. Geo. D. Prigmore (Chehalis) v. North Coast Power Co. Excessive charges. Closed. Service satisfactory.
2264. In re wreck on C. M. & St. P. Ry. at Lind. Closed. Referred to formal hearing 4053.
2265. J. D. McMillan (Willapa) v. Willapa Valley Tel. Co. Closed.
2266. Jas. P. Rawson (Seattle) v. Pac. Tel. & Tel. Co. Service. Closed.
2267. John M. Stinson (Winlock) v. Farmers Ind. Tel. Co. Service. Closed.
2268. W. H. Perce (Kent) v. P. S. E. Ry. Lighting service. Closed.
2269. Mrs. F. M. Joffery (Seattle) v. Seattle Lighting Co. Excessive meter. Closed.
2270. C. A. Christopher (Seattle) v. Steamboats. Excessive charges. Closed.
2271. Mrs. H. J. Frase (Lacey) v. G. N. Ry. Excessive charge. Closed.
2272. C. M. & St. P. Ry. v. Savage Scofield Co. (Seattle) Duplication of switching charges. Closed. Order 2005.
2273. Geo. B. Thomas (Vancouver) v. Pac. Tel. & Tel. Co. Closed.
2274. Henry Scholler (Tacoma) v. Pac. Tel. & Tel. Co. Rates. Closed.
2275. W. W. Robinson Co. (Seattle) v. N. P. Ry. Duplication names. Closed.
2276. Clear Lake Shingle Co. (Rochester) v. Wells Fargo Co. Express facilities. Closed.
2277. Geo. W. Chute (Two Rivers) v. O.-W. R. & N. Co. Ferry crossing. Closed. No jurisdiction.
2278. State Traveling Library (Olympia) v. N. P. Ry. Excessive charges at Seattle. Closed.
2279. E. E. Mayer (Spokane) v. G. N. Ry. Car shortage. Closed.
2280. Echo Valley and Colville Tel. Co. v. Pacific Tel. & Tel. Co. Exchange rates. Closed.
2281. G. A. Baker (Spokane) v. Pacific Tel. & Tel. Co. Disconnection bills. Closed. Tariff rule followed.
2282. J. M. Maloney (Spokane) v. Pac. Tel. & Tel. Co. Toll. Closed.
2283. John D. Bird (Monroe) v. Everett Gas Co. Lighting. Closed.
2284. T. W. Busby (Oakesdale) v. Oakesdale Tel. Co. Service. Closed.

- No. 2285. In re wreck on Seattle, Port Angeles & Western Ry. at Port Angeles. Closed. Transferred to formal hearing 4055.
- No. 2286. Citizens of Kiesling (Kiesling) v. S. & I. E. Ry. Service. Closed.
- No. 2287. F. J. Chamberlain (Puyallup) v. P. S. E. Ry. Rates. Closed.
- No. 2288. In re adoption I. C. C. form for accident reports. Closed.
- No. 2289. Mrs. Booth (Walla Walla) v. O.-W. R. & N. Co. Storage on baggage. Closed.
- No. 2290. Twin City Telephone Company (Pasco) v. Kennewick Valley Telephone Company. Discrimination. Closed.
- No. 2291. University of Washington (Seattle) v. Pacific Tel. & Tel. Co. Rates. Closed. By order of Commission.
- No. 2292. Fred Jorini (Seattle) v. Georgetown Water Company. Overcharge. Closed. Tariffs followed.
- No. 2293. Fred F. Johnston (Elk) v. Great Northern Ry. Setting cars on blind sidings. Closed. Conditions remedied.
- No. 2294. Fred J. Chamberlain (Puyallup) v. N. P. Ry. Refund on ticket. Closed. Tariff followed.
- No. 2295. Postmaster (Lemona) v. G. N. Ry. Closing station. Closed.
- No. 2296. Geo. W. Jamison (Smyrna) v. C. M. & St. P. Ry. Train service. Closed. By order of Commission.
- No. 2297. F. E. Reed (Ford) v. Logging Railroad. Discontinuing service. Closed. No jurisdiction.
- No. 2298. H. F. Seit (Seattle) v. Seattle Lighting Co. Excessive charges. Closed.
- No. 2299. Spokane Merchants Assn. (Spokane) v. N. P. Ry. Fruit rates. Closed. No prosecution.
- No. 2300. Mansfield Commercial Club (Mansfield) v. G. N. Ry. Train service. Closed.
- No. 2301. A. F. Ebkem (Seattle) v. Seattle Lighting Co. Service. Closed. Order of Commission.
- No. 2302. Dr. G. M. Russell (Chelan) v. G. N. Ry. Passenger fares. Closed.
- No. 2303. Moody Farmers Warehouse Co. (Irby) v. C. M. & St. P. Ry. Car shortage. Closed.
- No. 2304. Racine Fire Sales Co. (Seattle) v. All railroads. Classification of rubber tires. Closed.
- No. 2305. Albers Brothers Milling Co. (Seattle) v. Kitsap County Transportation Co. Tariff rates. Closed.
- No. 2306. Commission v. P. S. T. L. & P. Co. (Seattle.) Service. Closed.
- No. 2307. Pacific Sea Foods Co. (Hoquiam) v. Northern Express Company. Express charges. Closed.

2308. W. W. Anstie (Aberdeen) v. Grays Harbor Gas Co. meter guarantee. Closed.
2309. R. B. Johnston (Seattle) v. G. N. Ry. Refund on Closed.
2310. H. S. Jeffrey (Seattle) v. Seattle Lighting Company. Overcharge. Closed. Settled and adjusted.
2311. R. A. O'Brien (North Yakima) v. Pac. Tel. & Tel. Co. Closed.
2312. J. P. Jamieson (Seattle) v. Seattle Lighting Co. Overcharge. Closed.
2313. Spring Center Telephone Co. v. Pac. Tel. & Tel. Co. Toll service. Closed. See C2094.
2314. Harry Van Horn (Richland) v. Horn Rapids Irrigation Co. Damage from irrigation ditch. Closed. No jurisdiction.
2315. Residents of Flashtrap, Wash., v. N. P. Ry. Passenger service. Closed.
2316. Union Oil Co. (Seattle) v. All carriers. Classification of rates. Closed. Interstate.
2317. S. W. Walrath (Two Rivers), Mrs. A. Felch (Colfax) v. Colfax Irrigation facilities. Pending.
2318. Thos. H. Brewer (Spokane) v. Spokane Gas Light Co. Rates. Closed. Tariff rules followed.
2319. Citizens of Neppel (Neppel) v. Grant Realty Co. Irrigation service. Closed by order of Commission.
2320. H. L. Hull (Tieton) v. Cowiche Tel. Co. Service. Closed.
2321. C. E. Hill Lbr. Co. (Bucoda) v. N. P. Ry. Demurrage. Pending.
2322. Citizens of Boundary (Boundary) v. G. N. Ry. Station service. Closed. Transferred to formal hearing 418.
2323. In re discharge of C. C. McKenna. Closed.
2324. J. S. McMahon (Seattle) v. Seattle Lighting Co. Discharge. Closed.
2325. F. A. McMullen (Olympia) v. N. P. Ry. Overcharge. Closed.
2326. P. S. Mills & Timber Co. (Pt. Angeles) v. Angeles Tel. Co. Toll service. Closed.
2327. S. W. North (Bremerton) v. Bremerton Transportation Co. Excessive freight charges. Closed. Transferred to formal hearing.
2328. Louis Kaleb (South Aberdeen) v. Northern Express Co. Overcharge. Closed. Not prosecuted.
2329. F. P. Haskell, Jr. (Tacoma) v. Vashon Navigation Co. Service. Closed.
2330. In re dangerous bridge on S. & I. E. Ry. at Spokane.

No. 2331. J. A. Miller (Olympia) v. Merchants Transportation Co. Freight charges. Closed. Refund made.

No. 2332. L. E. Wood (Moclips) v. Robt. Chibet. Water service. Closed. Not public utility.

No. 2333. Mrs. Della Burnham (Rainier) v. N. P. Ry. Cattle guards on crossing. Closed.

No. 2334. J. E. Conn (Tumwater) v. N. P. Ry. Spur track & Plumb. Closed. Spur installed.

No. 2335. H. W. Mellen (Sumner) v. C. M. & St. P. Ry. Railroad crossing. Closed. Transferred to crossing file 1-0-27.

No. 2336. Citizens of Fisher (Fisher) v. S. P. & S. Ry. Station facilities. Closed. Conditions remedied.

No. 2337. Chas. Uhden (Spokane) v. Northern Express Company. Fruit rates. Closed.

No. 2338. Echo Valley & Colville Tel. Co. (Colville) v. Pac. Tel. Tel. Co. Payment in advance. Closed.

No. 2339. Blodgett & Jacobs (Tacoma) v. P. S. T. L. & P. Co. Inaccurate meter. Closed.

No. 2340. Mrs. Louise Cook (Republic) v. Republic Light and Power Co. Rates. Closed. Adjusted.

No. 2341. Reliance Lumber Co. (Seattle) v. Tacoma Eastern Ry. Car shortage. Closed.

No. 2342. Arlington Commercial Club (Arlington) v. N. P. Ry. Freight rates. Closed. Not prosecuted.

No. 2343. In re accident on S. P. & S. at Fallbridge. Closed by order of Commission.

No. 2344. Arlington Mining Corporation (Spokane) v. G. N. Ry. Rates on ores. Closed. Covered by opinion of Attorney General.

No. 2345. H. J. Bitsch (Wenatchee) v. Home Telephone & Telegraph Co. Service. Closed for lack of prosecution.

No. 2346. P. V. Solburg (Walla Walla) v. O.-W. R. & N. Co. Rates on household goods. Closed. No jurisdiction.

No. 2347. Curlew Mining Co. (Republic) Examination of water. Closed. Transferred to formal hearing 4140.

No. 2348. Mrs. Joseph Quigg (Hoquiam) v. Pacific Telephone Telegraph Co. Moving charges. Closed. Tariff rate charged.

No. 2349. H. H. Hyprs (Bossburg) Telephone Company. Service. Closed.

No. 2350. Town of Tuckwila v. P. S. E. Ry. Right of way. Closed.

No. 2351. Silver Beach Shingle Co. (Bellingham) v. All railroad. Diversion on shingles. Closed. No jurisdiction.

No. 2352. Western Pine Manufacturers Association (Spokane) v. Great Northern Ry. Classification on hay and oats. Closed for want of prosecution.

No. 2353. A. N. Simpson (Port Orchard) v. Annapolis Water Company (Annapolis). Examinations of water supply. Closed.

- b. 2354. W. O. Sisson (Pinehurst) v. Pinehurst Water Co. Inadequate service. Closed by order of Commission.
- b. 2355. South Bend Mills & Timber Co. (South Bend) v. N. P. Connection with Milwaukee at Centralia. Closed. By order of Commission.
- b. 2356. Northern Pacific Railway. In re placing pole between for purpose of lighting Centralia station. Closed by order of Commission.
- b. 2357. Town of Cosmopolis v. Pacific Tel. & Tel. Co. Rates. Pending.
- b. 2358. F. L. Rose (Mabton) v. Pacific Power & Light Co. Power contract. Closed. Complainant not justified.
- b. 2359. Centralia Eastern Railway. Change of time card. Pending.
- b. 2360. Almira Farmers Warehouse Co. (Almira) v. N. P. Ry. Billing bill of lading by conductors. Closed. Commission's order.
- b. 2361. Town of Winlock (Winlock) v. Independent Electric Rates. Closed. Rates reduced.
- b. 2362. W. H. McCann (LaCenter) v. LaCenter and View Telephone Co. Service. Closed. No reply.
- b. 2363. Claude C. Barnes (Olympia) v. Pacific Telephone & Telegraph Company. Extension of service. Closed.
- b. 2364. I. R. Wert (Mansfield) v. G. N. Ry. Excessive fares. Pending.
- b. 2365. H. L. Penny and A. R. Wistrand (Seattle) v. P. S. Station Co. Fixture to make landing. Closed.
- b. 2366. F. R. Jones (LaCrosse) v. N. P. Ry. Fares LaCrosse little. Closed.
- b. 2367. Geo. W. Vankirk (Centralia) v. Centralia Water Works. Pending. Closed. No jurisdiction. Municipal.
- b. 2368. Mountain Brook Commercial Club (White Salmon) v. Washington Telephone Company. Maintenance charges. Pending.
- b. 2369. Long Lake Tel. Co. (Colby) v. Pacific Telephone & Telegraph Co. Advance payments. Closed. Adjusted.
- b. 2370. In re death of Michael Bentzen on P. S. E. Ry. Nov. 1915. Pending.
- b. 2371. Floyd L. Eades (North Yakima) v. S. P. & S. Ry. Train wreck at Yellepet. Closed.
- b. 2372. Pacific Coast Pipe Co. (Seattle) v. All railroads. Rate for wooden pipe. Closed. Transferred to formal hearing 4188.
- b. 2373. Mrs. Fred Ziller (Olympia) v. Pac. Tel. & Tel. Co. Pending. Closed.
- b. 2374. N. A. Pearson et al. (Leavenworth) v. Tumwater L. & Telephone service to Peshastin. Pending.
- b. 2375. J. F. Dickenson (Snowden) v. Ore. Wash. Tel. Co. Inadequate charge. Closed.

No. 2376. F. M. Kenney (Olympia) v. N. P. Ry. Discrimination in rates. Closed.

No. 2377. W. W. Sylvester (Issaquah) v. Farmer Line Service. Discrimination in rates. Closed.

No. 2378. Hoquiam Commercial Club (Hoquiam) v. Express companies. Extension of delivery limits. Closed.

No. 2379. B. of R. T. (Hillyard) v. G. N. Ry. Unsafe practice. Closed.

No. 2380. R. C. Walker (Walla Walla) v. Pac. Tel. & Tel. Co. Moving charges. Closed. Tariff rate charged.

No. 2381. Spokane Merchants Association (Spokane) v. C. M. & St. P. Ry. Switching charges. Closed.

No. 2382. Puget Sound Navigation Co. (Seattle) v. Daniel Murray (Deer Harbor). Landing privileges. Closed.

No. 2383. Howard Coppock (Tacoma) v. Sunset Tel. & Tel. Co. Service.

No. 2384. Omak Fruit Growers League (Omak) v. G. N. Ry. Construction of spur track. Pending.

No. 2385. J. B. Bradley (Prescott) v. Prescott T. & T. Co. Tariff charges. Closed.

No. 2386. Jas. A. Brown (Spokane) v. Pac. Tel. & Tel. Co. Installation of phone. Closed.

No. 2387. W. A. McEachran (Hoquiam) v. Pac. Tel. & Tel. Co. Change in phone number. Closed.

No. 2388. Hewett Lea Funk Co. (Seattle) v. G. N. Ry. Overcharge. Closed.

No. 2389. Geo. A. Cottrell (Seattle) v. P. S. T. L. & P. Co. Street car service. Closed.

No. 2390. W. H. Swan (Everett) v. O.-W. R. & N. Co. Expiration of ticket. Closed.

No. 2391. Sunnyside Tel. Co. (Sunnyside) v. Pacific Power & Light Co. Electrical construction. Closed. No jurisdiction.

No. 2392. E. M. Thayer (Bellingham) v. All railroads. T. C. rates on marble. No jurisdiction. Closed.

No. 2393. W. B. Slade (Bellingham) v. Puget Sound Traction Light & Power Company. Rules re gas meters. Closed.

No. 2394. G. Lindberg (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Co. Spur track connection. Closed.

No. 2395. City of Puyallup v. N. P. Ry. Co. Railroad crossing 7th street. Closed.

No. 2396. Chas. R. Gudge (Entiat) v. G. N. Ry. Co. Overcharge and fencing right of way. Pending.

No. 2397. Ora E. Barker (Lacey) v. N. P. Ry. Co. Train service at Lacey. Closed.

No. 2398. Wold & Yelverton (Olympia) v. P. S. Nav. Co. Overcharge. Refund made. Closed.

2399. Foss Electric Co. (Bremerton) v. Bremerton Charles-
ht & Fuel Co. Meters. Closed.
2400. Pacific Coast Shingle Assn. (Seattle) v. N. P. Ry Co.
on logs. Closed.
2401. G. N. Ry. Co. Application re 2c rate sand and gravel
dam to Ferndale. Closed.
2402. W. G. Mulligan Co. (Spokane) v. S. & I. E. Ry. Co.
ing special equipment. Closed.
2403. Ridgefield, Sara & Vancouver Tel. Co. Discontinuance
ce. Closed.
2404. Drummond Lighterage Co. (Seattle) v. Pacific Tel. &
Excess charges for service. Closed.
2405. Greater Theatres Co. (Seattle) v. Pacific Tel. & Tel.
ervice. Closed.
2406. George F. Lewis (Seattle) v. P. S. Nav. Co. Accom-
on at Brennan. Closed.
2407. C. S. Stone (Hamilton) v. G. N. Ry. Co. Lighting sta-
pending.
2408. Citizens of Centerville (Centerville) v. Pacific Power
Co. Lighting rates. Closed.
2409. C. A. Tonneson (Tacoma) v. Vashon Nav. Co. Selling
on boats. Complaint satisfied. Closed.
2410. In the matter of change of standards of gas. To be
pon at conference 11-1-16. Closed.
2411. S. W. Boynton (Pe Ell) v. Pe Ell Water System. Water
rules. Questions answered. Closed.
2412. Chamber of Commerce (Seattle) v. Pacific Tel. & Tel.
ll rates. Interstate. No jurisdiction. Closed.
2413. Baker Fuel Co. (Olympia) v. N. P. Ry Co. Coal rates.
d rates secured. Closed.
2414. Willapa Valley Cheese Co. (Menlo) v. N. P. Ry Co.
arge on sand and gravel. Closed.
2415. Simmsippi Farm & Orchards Co. (Florence, Mont.)
Ry. Co. Claim for damage to car of hogs. No jurisdiction.
2416. A. N. Cooper (Lamar) v. N. P. Ry. Co. Construction
a bin. No jurisdiction. Closed.
2417. Mrs. H. D. Ashley (Aberdeen) v. Pacific Tel. & Tel. Co.
line service. Closed.
2418. Martin Grain & Mill Co. (Cheney) v. C. M. & St. P. Ry.
iscrimination. Pending.
2419. Northwestern Fruit Exchange (Portland) v. Western
Tel. Co. Service on Wenatchee branch. Lack of prosecution.
2420. T. P. Jamieson (Seattle) v. Seattle Lighting Co. Month-
ount. Closed.

No. 2421. Union Warehouse Co. (Uniontown) v. N. P. Ry. Co. Milling-in-transit rates. Closed.

No. 2422. J. A. Lemmon (Freewater, Ore.) v. Pacific Power & Light Co. Service. Tariff rules followed. Closed.

No. 2423. State Traveling Library (Olympia) v. Percival Dock Co. Freight charges. Closed. Refund made.

No. 2424. L. O. Owen (Denison, Wash.) v. G. N. Ry. Co. Charge on shipment of powder. Refund to be made. Closed.

No. 2425. E. A. Baker (Maytown) v. C. M. & St. P. Ry. Co. Construction of spur track. Spur track proposed. Closed.

No. 2426. City of Yacolt v. N. P. Ry. Co. Service on Yacolt branch. Lack of prosecution. Closed.

No. 2427. Dr. H. M. Reed (Seattle) v. Pacific Tel. & Tel. Co. Telephone service. Seattle to Tolt. Transferred 8-26-3. Closed.

No. 2428. H. E. Van Winkle (Burr Canyon) v. S. P. & S. Ry. Co. Grade crossing. Transferred to file 8-56-3. Closed.

No. 2429. George H. Sogle (Riverside) v. City of Riverside. Water installation. No jurisdiction. Closed.

No. 2430. Lines Bros. (Spokane) v. Pacific Tel. & Tel. Co. Excessive charges. Company rules reasonable. Closed.

No. 2431. E. R. Hessel (Connell) v. Connell Land & Imp. Co. Water rates. Closed.

No. 2432. Miller Bros. Post & Lumber Co. (Seattle) v. G. N. Ry. Co. Overcharge. Pending.

No. 2433. Tacoma Sand & Gravel Co. (Tacoma) v. Tow Boat Owners Association. Excessive rates. No jurisdiction. Closed.

No. 2434. Tom Beaton (Colville) v. G. N. Ry. Co. Flag station at Palmer Siding. Lack of prosecution. Closed.

No. 2435. F. O. Wyman (Aberdeen) v. Northern Express Company. Express charges. Closed.

No. 2436. Commission v. Tacoma Municipal Dock. Condition of dock. Closed. Condition remedied.

No. 2437. A. J. Benton (Puyallup) v. Northern Pacific Railway. Overcharge. Closed.

No. 2438. F. A. Perkins (Ritzville) v. Pac. Tel. & Tel. Co. Moving charges. Closed.

No. 2439. J. W. Ridgway (North Yakima) v. Pac. Tel. & Tel. Co. Service. Closed.

No. 2440. J. O. LeClair (Ferndale) v. G. N. Ry. Rate on cordwood. Closed. Complainant satisfied.

No. 2441. Spokane Fruit Growers Co. (Spokane) v. G. N. Ry. Refusal to furnish cars. Closed.

No. 2442. In re grading of Montana and Dakota wheat. Closed.

No. 2443. Orcas Lime Co., Inc. (Seattle) v. Percival Dock Co. Overcharge. Closed. Claim adjusted.

No. 2444. In the matter of the tracks in G. N. yards at Interbay. Pending.

- No. 2445. A. O. Burmelster (Tacoma) v. Pac. Tel. & Tel. Co. Discrimination. Closed. Discrimination eliminated.
- No. 2446. Mrs. F. A. Correll (Chester) v. Pac. Tel. & Tel. Co. Urban service rates. Closed. Tariff rates charged.
- No. 2447. Prosser Flour Mills (Prosser) v. C. M. & St. P. Ry. Delay in forwarding cars. Closed. Shipment moved.
- No. 2448. E. E. Edwards (Valley) v. G. N. Ry. Rate on copper. Closed. No jurisdiction.
- No. 2449. H. F. Ruthorn (Spokane) v. Pac. Tel. & Tel. Co. Ring charge. Closed.
- No. 2450. J. C. Vernier (Schrage) v. N. P. Ry. Fencing right of way. Closed. Fence authorized.
- No. 2451. Carl Hultman (LaConner) v. LaConner Water Co. Discrimination. Closed. Lack of prosecution.
- No. 2452. R. A. Munro (Spokane) v. Pac. Power & Light Co. Service extension. Closed. Lack of prosecution.
- No. 2453. Okanogan Growers Union (Okanogan) v. G. N. Ry. Warehouse site. Closed. Adjusted.
- No. 2454. J. S. McDonald (Cheney) v. Wash. Water Power Co. Rates. Closed. No formal complaint.
- No. 2455. Cedarhome Telephone Co. (Stanwood) v. Puget Sound Telephone Co. Rates. Closed. Tariff rates charged.
- No. 2456. Paul McKercher (White Salmon) v. Pacific Power & Light Co. Extension of service. Closed. Transferred to formal hearing 4234.
- No. 2457. E. A. Ayerst (Seattle) v. Seattle Lighting Co. Service. Pending.
- No. 2458. J. M. Hoff (Vancouver) v. Western Union Telegraph Co. Service. Closed.
- No. 2459. Miss J. K. Lister (Washougal) v. Washougal Home Telephone Co. Service. Closed.
- No. 2460. City of Chehalis v. Oregon-Washington Electric Light & Power Co. Rates. Closed.
- No. 2461. Woodland Commercial Club (Woodland) v. Pacific Telephone & Telegraph Co. and Northwestern Long Distance Telephone Co. Change of service. Closed.
- No. 2462. Henry R. Berk (Spokane) v. Washington Water Power Co. Location of pole. Pending.
- No. 2463. Geo. Stephenson (Toppenish) v. Northern Pacific Railway Co. Coal and wood yard site. Closed. No jurisdiction.
- No. 2464. F. H. Brodeau (Spokane) v. Washington Water Power Co. Service. Pending.
- No. 2465. Jas. Allen (Tenino) v. N. W. Electric and Water Works. Service. Closed.
- No. 2466. A. G. Clark (Seattle) v. Seattle Lighting Co. Discount on bills. Closed. Rules followed.

No. 2467. Miller Bros. P. & L. Co. (Seattle) v. Northern Pacific and O.-W. R. & N. Co. Overcharge. Closed.

No. 2468. Hercules Sandstone Co. (Tenino) v. O.-W. R. R. & N. Co. Demurrage charges. Pending.

No. 2469. Western Pine Mfg Assn. (Spokane) v. Great Northern Railway. Overcharge. Pending.

No. 2470. D. O. Tranberger (Corfu) v. C. M. & St. P. Ry. Overcharge. Pending.

No. 2471. J. M. Johnson (Sisco) v. Great Northern Railway. Private crossing. Closed.

No. 2472. Cedarhome Tel. Co. (Stanwood) v. P. S. Telephone Co. Connection. See C2455.

No. 2473. In re Block Signals on S. P. & S. Ry. Pending.

No. 2475. E. L. Rice (Spokane) v. Washington Water Power Co. Refusal of service. Pending.

No. 2476. J. S. McDonald (Cheney) v. Cheney L. & P. Company. Charges. See C2454. Closed.

No. 2477. Mrs. A. D. VanWalker (Elma) v. Tel. Co. Service. Pending.

No. 2478. H. C. Freeman (Bridgeport) v. Brewster Ferry. Rates. Closed.

No. 2479. In re accident on S. R. & S. Ry. Aug. 3, 1916. Closed.

No. 2480. Mrs. E. J. Harsell (Tenino) v. N. W. Electric and Water Works. Service. Pending.

No. 2481. Tom Carey (Spokane) v. G. N. Ry. Station lights at Chattaroy. Closed. No jurisdiction.

No. 2482. C. C. Anderson (Walla Walla) v. Burbank Co. Service. Closed. Service promised.

No. 2483. Mrs. A. R. Noll (Gate) v. Peoples Co-Operative Telephone Co. Service. Closed. Condition remedied.

No. 2484. L. I. Wheeler (Port Angeles) v. O.-W. R. & N. Co. Goods lost in transit. Closed. Interstate. No jurisdiction.

No. 2485. M. Seller & Co (Spokane) v. Wash. Water Power Co. Rates. Closed.

No. 2486. Gerlinger Motor Car Co. (Tacoma) v. N. P. Ry. Spur track. Closed.

No. 2487. Bellingham Bay Feed Mills (Bellingham) v. G. N. Ry. Claim for damaged hay. Closed.

No. 2488. Mayor of Pe Ell (Pe Ell) v. Central Light & M. Co. Service. Closed.

No. 2489. W. H. Paulhamus (Sumner) v. Pac. Tel. & Tel. Co. Service. Pending.

No. 2490. H. C. Lewis (Methow) v. G. N. Overcharge. Closed. Refund made.

No. 2491. Sylvester McGuire (Bellingham) v. City of Bellingham. Water service. Closed.

No. 2492. John Walser (Tekoa) v. City of Tekoa. Water meters. Closed. No jurisdiction.

- No. 2493. Sam A. Owens (Vashon) v. P. S. Tel. Co. Rates. Closed. Tariff rates charged.
- No. 2494. Marysville & Kellog Marsh Telephone Co. (Marysville) v. Puget Sound Telephone Co. Rates. Closed. Tariff rates charged.
- No. 2495. W. E. Hanson (Olympia) v. N. P. Ry. Overcharge in fare. Closed. Overcharge refunded.
- No. 2496. L. W. Franklin. Closed. No jurisdiction.
- No. 2497. Harold B. Thompson (Seattle) v. Pac. Tel. & Tel. Co. Change in name in directory. Closed. Adjusted.
- No. 2498. R. C. Johnson (Duvall) v. Duvall Light and Water Co. Service. Closed.
- No. 2499. E. W. Hemsworth (Snake River) v. N. P. Ry. Claim for horse killed. Closed. No jurisdiction.
- No. 2500. Pt. Susan Tel. Assn. (East Stanwood) v. Puget Sound Telephone Co. Rates. Closed. Tariff rates charged.
- No. 2501. Nestos Timber Co. (Bellingham) v. Bellingham & N. W. Ry. Overcharge on scrap. Pending.
- No. 2502. R. S. Hayward (Bremerton) v. Manette Water Co. Inadequate service. Closed.
- No. 2503. A. E. Olson (Olympia) v. Pac. Coast S. S. Co. (San Francisco). Delayed delivery of ticket. Pending.
- No. 2504. B. F. Gilbert (Camden) v. G. N. Ry. Free transportation. Pending.
- No. 2505. Union Stock Yards (Spokane) v. Railways. Movement of live stock. Closed.
- No. 2506. P. & S. Fruit Growers' Assn. (Puyallup) v. Express Companies. Rates. Closed.
- No. 2507. Citizens of Waukon (Waukon) v. G. N. Ry. Co. Agent. Pending.
- No. 2508. Mrs. E. R. Manly (Arlington) v. Jim Creek Light and Water Co. Service. Closed.
- No. 2509. Hugo Kelley (Renton) v. Pac. Tel. & Tel. Co. Toll rates. Closed.
- No. 2510. C. D. Dunningham (Centralia) v. Commission. Investigation of railroad accidents. Closed. Transferred to formal hearing.
- No. 2511. John K. Stewart (Granite Falls) v. Hartford & East-Portland Ry. Unsafe operation. Closed.
- No. 2512. Cherry Valley Shingle Co. (Duvall) v. Puget Sound Tel. Co. Rates. Closed. Tariff rates charged.
- No. 2513. Electrical Workers (Spokane) v. S. & I. E. R. R. Co. Violation electrical code. Pending.
- No. 2514. Commission v. Tumwater Light & Power Co. Violation electrical code. Pending.
- No. 2515. Investigating collision on B. & N. Aug. 23, 1916. Closed.
- No. 2516. John G. Price (Seattle) v. Puget Sound Nav. Co. Excessive charge on auto. Closed. Tariff rates charged.

No. 2517. Herbert Remley (Dryden) v. Icicle Canal Co. Service. Closed.

No. 2518. Ohio Mill Co. (Seattle) v. Pacific Tel. & Tel. Co. Rates. Closed.

No. 2519. Glenn R. Fetterman (Bremerton) v. Pac. Tel. & Tel. Co. Discrimination. Closed. No discrimination.

No. 2520. Northern Coast Company (Tacoma) v. Vashon Navigation Co. Commutation tickets. Closed. Adjusted.

No. 2521. Jno. G. Elliott (Seattle) v. McDowell Steamship Co. Service. Closed.

No. 2522. Allen Oyster Co. (Seattle) v. Pac. Tel. & Tel. Co. Removal charges. Closed.

No. 2523. R. Krausse (Spokane) v. Wash. Water Power Co. Discrimination. Closed.

No. 2524. Transportation Bureau (Seattle Chamber of Commerce, Seattle) v. Railways. Suspension rule western classification. Closed.

No. 2525. Mrs. Caroline Dunlap (Pankanic) v. Lyle Tel. Co. Service. Pending.

No. 2526. E. J. Wood (Sedro Woolley) v. Puget Sound Tel. Co. Rates. Closed.

No. 2527. Pacific Fruit Growers' Co. (Wenatchee) v. Railroads. Icing charges. Closed.

No. 2528. F. C. Weber (Kirkland) v. N. P. Ry. Protection of section men. Closed.

No. 2529. Q. M. Development League (Tacoma) v. Steamboats. Service. Closed. Transferred to formal hearing 4244.

No. 2530. Hanify Lumber Co. (Raymond) v. N. P. Ry. Co. Spur track. Closed. Track secured.

No. 2531. Pacific Coast Shippers' Assn. (Seattle) v. N. P. Ry. Co. Overcharge. Pending.

No. 2533. Electrical Workers (North Yakima) v. Pac. Power and Light Company and North Yakima and Valley Transportation Company. Violation electrical code. Closed. Conditions remedied.

No. 2534. Farmers' Mutual Telephone Co. (Lynden) v. Sumas Electric Co. Violation electrical code. Closed.

No. 2535. Chas. C. Moore Co. (Seattle) v. Pacific Tel. & Tel. Co. Rates. Closed. Adjusted to satisfaction of complainant.

No. 2536. N. L. Ward (Goldendale) v. S. P. & S. Ry. Fencing right of way. Pending.

No. 2537. Frank Atkinson (Spokane) v. N. P. Ry. Co. Stop at Providence. Closed. Train stops on flag.

No. 2538. Riverside Commercial Club (Everett) v. Puget Sound Telephone Company. Rates. Closed. Tariff rates charged.

No. 2539. Sperry Flour Co. (Creston) v. Pacific Tel. & Tel. Co. Service. Service made satisfactory to complainant. Closed. Complainant satisfied.

- No. 2540. J. T. Roberts (Spokane) v. Spokane Gas Company. Col-
ns. Closed.
- No. 2541. Sedro Veneer Co. (Sedro Woolley) v. G. N. Ry. Co. De-
age. Closed. Interstate. No jurisdiction.
- No. 2542. Skagit Steel & Iron Works (Sedro Woolley) v. Skagit
ovement Co. Water rates. Closed. Tariff rates charged.
- No. 2543. T. J. Morrow (Sedro Woolley) v. Puget Sound Tel. Co.
ges. Closed. Tariff rates charged.
- No. 2544. B. A. Perish (Castle Rock) v. Water Company. Charges.
d.
- No. 2545. Lon Boyle v. Benton Independent Co. Rates. Closed.
- No. 2546. Washington Drug Co. (Spokane) v. Washington Water
r Co. Contract rates. Closed. Tariff rates charged.
- No. 2547. Mrs C. E. Donahue (Spokane) v. Pac. Tel. & Tel. Co.
s. Closed. Service promised.
- No. 2548. Commission v. Pacific Power & Light Co. Violation
rical code. Pending.
- No. 2549. Commission v. Willapa Power Co. Violation electrical
Pending.
- No. 2550. Commission v. O.-W. R. & N. Co. Violation electrical
Pending.
- No. 2551. Commission v. Willapa Harbor Electric Co. Violation
rical code. Pending.
- No. 2552. School Board (Spokane) v. Pac. Tel. & Tel. Co. Special
Closed.
- No. 2553. Nellie Balch (Wilsall, Mont.) v. N. P. Ry. Co. Checking
age. Closed. Conditions remedied.
- No. 2554. Washington State Hotel Assn. (Seattle) v. P. T. & T.
Hotel rates. Closed. Tariff rates charged.
- No. 2555. L. F. Driver & Co. (Seattle) v. Pac. Tel. & Tel. Co.
ges. Closed. Tariff rates charged.
- No. 2556. A. M. Darling (Olympia) v. Geo. A. Hall. Competitive
Closed. No jurisdiction.
- No. 2557. Paul Menner (Bremerton) v. Pac. Tel. & Tel. Co. Rates.
ed. Tariff rates charged.
- No. 2558. School Board (Tacoma) v. Sunset Tel. & Tel. Co. Rates.
ing.
- No. 2559. Davis & Hell (Spokane) v. Pac. Tel. & Tel. Co. Rates.
ing.
- No. 2560. Municipal Dock (Tacoma) v. Merchants Transportation
pany. Discrimination. Pending.
- No. 2561. Copalis Lumber Co. (Castile) v. N. P. Ry. Co. Car
age. Closed. Transferred to 2571.
- No. 2562. Geo. W. Wallis et al. (Willow Springs) v. Pacific Tel. &
Co. Service. Closed. Complainant satisfied.
- No. 2563. C. H. Runkel (Arlington) v. Puget Sound Tel. Removal
ges. Closed. Complainant satisfied.
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- No. C2564. Parker & Holden (North Yakima) v. Selah Tel. Co. Night service. Closed.
- No. 2565. W. L. Walker (Waukon) v. G. N. Ry. Car shortage. Pending.
- No. 2566. Chas. A. Palmer (Milan) v. G. N. Ry. Blocking crossing. Closed.
- No. 2567. Ernest Vallen (Fairbanks) v. N. P. Ry. Lost freight. Closed. No jurisdiction.
- No. 2568. Wash. Iron Works (Seattle) v. Pac. Tel. & Tel. Co. Service. Closed. Service improved.
- No. 2569. J. W. Morris (Medical Lake) v. Enloe Electric Co. Service. Closed.
- No. 2570. L. D. Smith (Spokane) v. Home Tel. Co. Charges for moving wire. Closed. No jurisdiction.
- No. 2571. Commission v. Railway. Car shortage. Pending.
- No. 2572. W. R. Moore (Spokane) v. Pac. Tel. & Tel. Co. Rates in drug store. Closed. Tariff rates charged.
- No. 2573. Orton F. Gilbert (Smyrna) v. C. M. & St. P. Ry. Stock killed. Closed. No jurisdiction.
- No. 2574. L. W. McKinsey (Starbuck) v. Starbuck Electric Light Company. Rates. Pending.
- No. 2575. Walla Walla Commercial Club (Walla Walla) v. Pacific Telephone & Telegraph Co. Rates. Pending.
- No. 2576. Jones Scott Co. (Walla Walla) v. N. P. Ry Co. et al. Car shortage. Closed.
- No. 2577. Mrs. B. Allen (Gertrude) v. Merchants Transportation Company. Overcharge. Closed. No prosecution.
- No. 2578. Miss Wellta Thomas (Pasco) v. P. T. & T. Co. Rates. Closed. Tariff rates charged.
- No. 2579. Ira Crofutt (Prosser) v. N. P. Ry. Co. Overcharge. Pending.
- No. 2580. M. Seller & Co. (Spokane) v. Pacific Tel. & Tel. Co. rates. Closed. Tariff rates charged.
- No. 2581. W. A. Grubb (San Francisco) v. Lake Chelan Boat Co. Refund fare. Closed. No jurisdiction.
- No. 2582. Citizens Monse (Swansea) v. G. N. Duplicate stations. Closed.
- No. 2583. Tumwater Lumber Co. (Tumwater) v. N. P. and O. W. R. & N. Switching. Pending.
- No. 2584. Economy Drug Co. (Tacoma) v. Pac. Tel. & Tel. Co. Slot machine. Closed. Tariff rates charged.
- No. 2585. Gas and Water rules. Pending.
- No. 2586. Electric Company rules. Pending.
- No. 2587. Demurrage rules. Pending.
- No. 2588. Connell Cash Store (Connell) v. Connell Telephone Co. Service. Closed.

- No. 2589. V. H. Honeywell (Morton) v. Lewis County Light & Phone Co. Service. Closed by order of Commission.
- No. 2590. Wm. E. Roach (Orting) v. Orting Light & Water Co. s. Closed. Adjusted.
- No. 2591. C. A. Leming (Castle Rock) v. Railways. Shortage weights. Closed. No authority.
- No. 2592. J. J. Marco (Bend, Ore.) v. G. N. Ry. Co. Overcharge household goods. Closed. Adjusted.
- No. 2593. Mayor Tacoma (Tacoma) v. Pac. Tel. & Tel. Co. Rates. ed.
- No. 2594. Mansfield Elevator & Warehouse Co. (Mansfield) v. . Ry. Closed. Train service. Service improved.
- No. 2595. W. H. Middleton (Seattle) v. Pac. Tel. & Tel. Co. rges. Closed by order of Commission.
- No. 2596. Walter Bruce (Spokane) v. Home Tel. & Tel. Co. s. Closed. Tariff rates charged.
- No. 2597. Alex Allardyce (Spokane) v. Tome Tel. & Tel. Co. s. Closed. Tariff rates charged.
- No. 2598. Dr. T. C. Baldwin (Port Orchard) v. Pacific Tel. & Tel. Rates. Closed. Tariff rates charged.
- No. 2599. Alexander & Bundy (Seattle) v. Pacific Tel. & Tel. Co. s. Closed. Tariff rates charged.
- No. 2600. B. G. Lovegren (Seattle) v. Puget Sound Electric, and trip tickets. Closed.
- No. 2601. F. A. Kern (Ellensburg) v. N. P. Ry and C. M. & St. y. Blocking line. Closed. No jurisdiction.
- No. 2602. G. E. Conn (Tumwater) v. N. P. Ry. Excessive charge arload of wood. Pending.
- No. 2603. A. I. Ellsworth (Seattle) v. Pac. Tel. & Tel. Co. Ser- Closed. Condition remedied.
- No. 2604. Henry Broderick (Seattle) v. Pac. Tel. & Tel. Co. Re- al charges. Closed. Adjusted.
- No. 2605. Farmers Warehouse Co. (Fallons) v. N. P. Ry. Demur- charge. Closed. Complainant satisfied.
- No. 2606. Western Retail Lumbermen Association (Spokane) v. . Ry. Overcharge. Pending.
- No. 2607. Commission v. Washington Water Power Co. Violation irical code. Colfax. Pending.
- No. 2608. Commission v. Washington Water Power Company. ation electrical code Oakesdale. Pending.
- No. 2609. D. P. Reid (Spokane) v. S. & I. E. Ry. Violation elec- l code. Pending.
- No. 2610. O. C. Palmatier (Crosby) v. P. S. Navigation Co. Over- ge. Pending.
- No. 2611. Walter McMurphy (Vader) v. Little Falls Water Com- y. Service. Pending.
- No. 2612. Pittock and Leadbetter Lbr Co. (Vancouver) v. North st Power Co. Service. (Vancouver). Pending.

No. 2613. Forrest H. Sweet (North Yakima) v. Telephone Companies. Lack of service. Pending.

No. 2614. Arlington Farmers Assn. (Arlington) v. N. P. Spur track. Pending.

No. 2615. American Audit Co. (Spokane) v. G. N. Ry. Co. Overcharge on bottles. Pending.

No. 2616. Adv. Rumley Thresher Co. (Spokane) v. Washington Water Power Company. Contract rates. Pending.

No. 2617. C. W. Stockdale. (Seattle) v. Anderson Steamboat Co. Rates. Pending.

No. 2621. Commisison v. C. M. & St. P. Ry. Dangerous fence. Seattle. Pending.

No. 2622. E. Becker (Colton) v. N. P. Ry. Car shortage. Pending.

No. 2618. Roslyn Commercial Club (Roslyn) v. All express companies. Free delivery. Pending.

No. 2619. Roslyn Commercial Club (Roslyn) v. N. P. Ry. Discrimination. Pending.

No. 2620. Puget Sound & Baker River Ry. (Sedro Woolley) v. Northern Pacific Railway. Switching. Pending.

No. 2621. Commission v. C. M. & St. P. Ry. Co. Fence at Seattle. Closed. Conditions remedied.

No. 2622. E. Becker (Colton) v. N. P. Ry. Car shortage. Closed. Car secured.

No. 2623. Citizens Palmer Siding v. G. N. Ry. Co. Train stop. Pending.

No. 2624. Residents Kittitas (Kittitas) v. C. M. & St. P. Ry. Car shortage. Pending.

No. 2625. L. W. Lewis (Edmonds) v. G. N. Ry. Co. Car shortage. Pending.

No. 2626. H. R. Smith (Neppel) v. C. M. & St. P. Ry. Car shortage. Closed. Transferred 2571.

No. 2627. J. P. Lundberg (Vancouver) v. Pacific Tel. & Tel. Co. Service. Pending.

No. 2628. W. Clarke (Spokane) v. Washington Water Power Co. Service. Pending.

No. 2629. M. M. Thompson (Seattle) v. Seattle Lighting Company. Service. Closed. Rules followed.

No. 2630. Wm. Snow (Spokane) v. Washington Water Power Co. Discrimination. Closed. No discrimination.

No. 2631. Mrs. P. N. Post (Bellingham) v. Pac. Tel. & Tel. Co. Installation charges. Closed. Tariff rates charged.

No. 2632. Inland Meat Co. (Wenatchee) v. G. N. Ry. Overcharge. Pending.

No. 2633. Commission v. Express companies. Extension free delivery. Pending.

- No. 2634. W. W. McCormick (D. O. Tranberger) (Corfu) v. Corfu Warehouse Co. Issuing receipts. Closed. Condition remedied.
- No. 2635. Almira Farmers Warehouse Co. (Govan) v. N. P. Ry. Car shortage. Closed.
- No. 2636. Public schools (Oroville) v. P. T. & T. Co. Service. Phone installed.
- No. 2637. Mrs. F. D. McMillan (Tenino) v. N. W. Electric & Water Co. Service refused. Pending.
- No. 2638. P. S. & Baker River Ry Co. (Mt. Vernon) v. N. P. Switching. Pending.
- No. 2639. D. B. Putnam (Winslow) v. Winslow Grange Improvement Co. Warehouse service. Pending.
- No. 2640. W. F. Brock (Vancouver) v. Pac. Tel. & Tel. Co. Service. ~~Unusual~~
- No. 2641. W. G. Chaney (Spokane) v. G. N. Ry. Train stop at depot. Closed.
- No. 2642. D. W. Potter, et al. (Govan) v. G. N. Ry. Station agent. Pending.
- No. 2643. H. A. LaBerge (North Yakima) v. Pac. Power & Light Co. Maintenance of poles. Closed. Adjustment made.
- No. 2644. Conway-Fir Commercial Club (Conway) v. G. N. Ry. Station lights. Pending.
- No. 2645. Scandinavian American Bank. (Tacoma) v. Pac. Tel. & Tel. Co. Rates. Pending.
- No. 2646. F. H. Strong (Tonasket) v. Tonasket Flour M. Co. Delivery service. Pending.
- No. 2647. J. B. Gillespie (Hoquiam) v. Hoquiam Water Co. Water service. Pending.
- No. 2648. Chas. B. Johnson (Elk) v. Great Northern Ry. Car shortage. Pending.
- No. 2649. Thomas Roady (Outlook) v. Outlook Tel. Co. Rates. Pending.
- No. 2650. E. H. Lester (Montesano) v. N. P. Ry. Co. Service. Pending.
- No. 2651. Otto Juckeland (Spokane) v. Pac. Tel. & Tel. Co. Bell in slot phone. Pending.
- No. 2653. H. L. Jacobs (Everett) v. C. M. & St. P. Ry. Condition of depot. Pending.
- No. 2654. R. D. Damon (North Yakima) v. Pac. Tel. & Tel. Co. Callation charge. Closed. Tariff rate charged.
- No. 2655. Earle & Steinert (Seattle) v. Pac. Tel. & Tel. Co. Recharge. Pending.
- No. 2656. L. C. VanPatten (Cheney) v. Cheney Light & Power Co. Rates. Pending.
- No. 2657. R. I. Elliott (Tacoma) v. Vashon Electric Light & Power Co. Wires crossing property. Closed. No jurisdiction.
- No. 2658. C. A. Darmer (Tacoma) v. Vashon Light & Power Co. Wires crossing property. Closed. No jurisdiction.

REPORT OF CHIEF ENGINEER.

OLYMPIA, WN., December 1, 1916.

The Public Service Commission of Washington, Olympia, Wash.

GENTLEMEN: In accordance with your request of recent date for a report covering the work of the Engineering Department during the fiscal year ending November 30, 1916, the following is offered:

HANFORD IRRIGATION CASE.

In August, 1915, complaint was filed by the water users in the Hanford district against the Consumers' Ditch Company, the Black Rock Power and Irrigation Company and the Agathon Land Company, these companies having resulted from the reorganization following the receivership of the Hanford Irrigation and Power Company. This necessitated an appraisal and investigation of the property involved in supplying the service and an investigation of the company's records and accounts. At the time of the appraisal of the Pacific Power and Light Company's property a portion of this property had been appraised. Beginning in November, 1915, the entire property was checked and brought up to date and the final report submitted to the Commission and presented at the hearing held January 17, 1916, at Kennewick.

PACIFIC TELEPHONE AND TELEGRAPH COMPANY CASE.

During the years 1910, 1911 and 1912, appraisals and investigations had been made of a few of the larger exchanges of the Pacific Telephone and Telegraph Company. The exchange plants covered were those located in the cities of Spokane, Tacoma, Bellingham, Everett, Bremerton and Centralia. It became apparent that this method of procedure, which covered but one exchange at a time, pointed to a very distant future for a solution of some of the many problems relating to telephone service and rates and coming before the Commission from day to day. Accordingly, in November, 1914, instructions were issued and work started in the appraisal of the entire property of the Pacific Telephone Company, both exchange and toll, located within the state.

Some appreciation of the magnitude and extent of this work may be had from reference to a few facts. The company was rendering exchange telephone service in one hundred and twelve cities and towns, and had toll property in thirty-seven of the thirty-nine counties in the state. There was also equipment at ninety-seven other points, termed "connecting company points," located in exchanges owned by companies with which the Pacific Telephone and Telegraph Company connected for rendering service. There were also nine other points within the state that were toll stations receiving service from exchanges located outside the state. Some idea of the extent of the use of the company's

ce may be had from the fact that there were approximately one hundred and twenty-three thousand subscribers and service stations in the state.

The report was submitted at a hearing beginning January 24, 1916, in Tacoma and further hearing was held in Olympia, beginning March 20, 1916, following which findings under date of April 25, 1916, were made referring to the valuation of the entire property.

Beginning May 31, 1916, final hearing was held relative to the revaluation of the valuation previously found to separate exchanges, toll, the earnings and expenses, rates, and rules and regulations of the company. The rules and practices of the company had been developed around a contractual relation dependent upon an extended period of service. These rules and practices developed conditions making the rates discriminatory, obsolete rates and sources of innumerable complaints. The elimination of these conditions necessitated the formulation of new rules and regulations upon an entirely different basis.

Looking to the promulgation of rules and regulations by the commission which would eliminate, in so far as they were able to determine, the features manifestly and admittedly unsatisfactory to both the company and its patrons, your engineers were directed to make an investigation. This investigation, involving much effort and study, extending over quite a period of time, resulted in the adopting a new set of rules and regulations which appeared to be satisfactory and to eliminate the causes for complaint existing under the former rules and regulations.

These rules were duly filed by the company and have since been adopted and filed by many of the smaller companies throughout the state. Under them, discriminations due to obsolete rates are not possible. Under the objectionable contract, with its three months minimum billing period and a penalty enacted for use less than the contract period, no longer exists. Instead, all users of a particular type of service in any range are receiving that service at the same rate, and ordinary business and residence service is quoted and rendered on a monthly basis. The Commission is now provided with a basis permitting of prompt and reasonable action, with expediency upon complaints referring to the service and rates of this company throughout the state.

Not only was this appraisal of value to this Commission, but it was submitted in detail to an engineer employed by the State Tax Commission, and this information made possible a compilation by him, showing the actual physical plant, both exchange and toll, located in various parts of the several counties of the state, thus aiding in establishing a basis for taxation purposes, and a just and equal distribution of the cost to the several counties, upon a basis never before available in the state.

The valuation of the property of this company is the largest single appraisal of a utility ever completed by the Commission, and exceeds the total of any previous biennium.

WASHINGTON WATER POWER COMPANY CASE.

The inventory of this entire property was completed in November, 1915, and due to lack of assistance and the press of the telephone and other work started prior to this case, it became necessary to temporarily suspend work thereon during the past few months. This property represents an investment exceeding that of the telephone company before mentioned. The company supplies street railway service to Spokane and interurban service between Medical Lake and Cheney and Spokane. Electrical energy is also supplied to thirty-five towns located in ten counties in the eastern and southeastern parts of the state and to approximately half that number of towns in the counties of Latah, Shoshone, Kootenai and Bonner in Idaho.

It is estimated that about thirty-five per cent of the work remains to be completed and this department hopes within a very short time to be able to again take up this work and carry it to completion. The cost of this work to date, exclusive of real estate appraisals, has been \$18,802.28. At this rate this appraisal should cost but little more per thousand than the telephone case.

ATTALIA LAND COMPANY.

The Attalia project is comprised of approximately 3,000 acres lying along the east bank of the Columbia river in the vicinity of the town of Attalia.

An investigation was made of the condition of the canal and an estimate of the cost of rehabilitation of the same. In conjunction with Mr. J. E. Shinn, pump expert of the Pacific Power and Light Company, a test of the pumping plant was made.

Under date of June 17, 1916, a report was submitted, in which details of the tests and information ascertained were presented, showing conditions existing under this project. This did not purport to be an appraisal.

GREAT NORTHERN SNOW SHEDS.

Growing out of the hearing inquiring into the wreck caused by a snow slide at Corea on the Great Northern main line on the west slope of the Cascades, conferences were held and a number of trips were made over the line by your engineer, in company with the engineer of the railway for the purpose of observing and studying the existing conditions and the determination of additions and betterments, looking to the protection of the traveling public. A careful survey was made by the company and plans prepared, and as soon as weather conditions would permit, active work was begun. This work consisted of 7,800 linear feet of new timber snow sheds on the east slope between Leavenworth and the Cascade tunnel; and 2,400 linear feet of combination concrete and timber snow sheds, most of which replaces old timber sheds; 5,500 linear feet of timber sheds, 100 feet of which replaces old sheds; and changes of line at bridges numbers 398 and 402, eliminating

bridges entirely, and necessitating the construction of 300 feet double track concrete arch gallery and approximately 2,600 feet of cut, all on the west slope between Tye and Scenic. An expenditure in excess of two million dollars will be incurred by the company in work now well on the way to completion.

BROUGHT TO DATE.

During the year investigations of the records of the utilities have been made in the following cases for the purpose of bringing to date the records made by this department in former years.

Tacoma Railway and Power Company.

Pacific Power and Light Company.

Pacific Traction Company of Tacoma.

This was strictly engineering accounting and was done by Mr. Ridley.

INFORMAL CASES.

There have been numerous cases where informal complaints, relative to rates and service, were filed and the same referred to this department for investigation, with the result that rate schedules were changed or improvements in equipment, with the corresponding improvement in service and extensions of service, have been brought about satisfactory to both the utility and its patrons without the expense of litigation being incurred. Among such cases are the following illustrations:

Ellensburg Telephone Company.

Los Angeles Telephone and Telegraph Company.

Cliverton Water Company.

In the first case a new schedule was filed providing for a substantial discount, which was equivalent to a lower rate. In the second case a new copper circuit was strung and other facilities provided for improvement of toll service. In the last case two small companies were consolidated, permitting of improvements to increase the quantity and quality of water supplied and providing for protection against contamination.

RULES AND REGULATIONS.

During the latter part of the year a study of the existing rules and regulations governing the practices of electric, gas and water utilities was taken up and tentative rules and regulations prepared on a basis for discussion in hearing held October 30th to November 1st, and at other hearings and consultations subsequent thereto, looking toward revision of the existing rules and the promulgation of additional

This subject is of much concern to the utilities and the general paying public whom they serve and it is sincerely hoped that due consideration will be permitted for the deliberate and careful consideration of the problem is worthy.

FINANCIAL STATEMENT.

The following statement has been prepared to show the expense of maintaining the department for the past year, together with a comparison of the last two bienniums.

	1916	1915-1916	1913-1914
Salaries	\$10,123 67	\$50,903 86	\$35,779 30
Mileage	233 88	996 47	1,113 35
Expense	355 47	8,595 28	11,720 42
Supplies	62 95	572 26	323 02
Rents		518 99	202 50
Miscellaneous			187 64
Furniture and fixtures....		417 75	573 77
Total.....	\$10,775 97	\$61,804 61	\$49,900 00

REPORT OF SCALE EXPERT.

OLYMPIA, WN., November 1, 1916.

Public Service Commission of Washington.

GENTLEMEN: I am pleased to submit to you my annual report of section and testing of railroad track scales in the State of Washington for the period from November 1, 1915, to November 1, 1916. These were made by using our official scale test car, W. & O. S. T. No. 1, weighing 60,000 lbs. This car was standardized at Portland, Oregon, January 10, 1916, by both the weights and measure departments of Washington and Oregon. This was necessary as it is used jointly by both. I am also attaching a list of all scales tested, showing their location, number and date of each test and general average per section, light and heavy.

SUMMARY OF SCALES TESTED.

Number of scales tested belonging to carriers, 73.
Industrial scales tested, 23.
Tested in State of Idaho by request of carriers, 2.
Total number of scales tested, 98.
Seal was removed from 7
Scales not sealed, 6.
Scales resealed, 7.
Total number of scales sealed, 90.
Scales without seal, 6.
Total number of tests made, 109.
Number of scales refitted since last report, 22.
Number of days employed making tests, 214.
Salary and expense making tests, \$2,001.94
General office expense, \$268.75.
Average cost per test, \$20.83.
Mileage of test car about 6,000 miles.

I also tested one 30,000 capacity Hopper scale for the Grain Inspection Department, as they do not have testing equipment for so small a scale.

CAPACITY IN TONS.

7 of the 95 scales tested have capacity of 150 tons.
9 of the 95 scales tested have capacity of 125 tons.
10 of the 95 scales tested have capacity of 100 tons.
8 of the 95 scales tested have capacity of 80 tons.
2 of the 95 scales tested have capacity of 60 tons.

SCALE HOUSES.

38 of the 95 scales tested have good scale houses.
5 of the 95 scales tested have sheds.
3 of the 95 scales tested have none.

HOW LIGHTED.

32 of the 95 scales tested have electric lights.
10 of the 95 scales tested have oil lamps.
54 of the 95 scales tested have no lights.

DEADRAILS.

82 of the 95 scales tested have deadrails.
14 of the 95 scales tested have no deadrails.

AVERAGE WEIGHT PER SECTION.

62 per cent of the 95 scales tested were weighing light.
30 per cent of the 95 scales tested were weighing heavy.
8 per cent of the 95 scales tested showed no variation.

I have found that the general tendency of track scales is to weigh light; this is caused principally by wear of pivots, platform binding and dirt getting in the loops and bearings. To keep scales weighing correctly, I would suggest that the pivots be kept sharp, the loops and bearings clean, the scale pits well drained and have them inspected and tested often.

GENERAL SPECIFICATIONS OF SCALES TESTED.**BEAM EQUIPMENT.**

85 of the 96 scales tested in this state have type registering beams.
2 of the 96 scales tested in this state have double beams.
9 of the 96 scales tested in this state have plain beams.

FOUNDATIONS.

82 of the 96 scales tested in this state have concrete foundations.
3 of the 96 scales tested in this state have stone foundations.
11 of the 96 scales tested in this state have pile and timber.

CONSTRUCTION.

19 of the 96 scales tested in this state have steel construction.
77 of the 96 scales tested in this state have wood construction.

DRAINAGE.

87 of the 96 scales tested in this state have pipe drainage.
37 of the 96 scales tested in this state have subdrainage.
5 of the 96 scales tested in this state have pump drainage.
17 of the 96 scales tested in this state have no drainage.

STYLE OF DECK.

46 of the 96 scales tested in this state have split deck.
6 of the 96 scales tested in this state have solid deck.
80 of the 96 scales tested in this state have cast iron stands.
14 of the 96 scales tested in this state have plain decks.

LENGTH OF PLATFORM.

2 of the 96 scales tested in this state have 66 ft. platforms.
4 of the 96 scales tested in this state have 60 ft. platforms.

LENGTH OF PLATFORM.

2 of the 96 scales tested in this state have been 52 feet.
76 of the 96 scales tested in this state have been 50 feet.
1 of the 96 scales tested in this state have been 48 feet.
1 of the 96 scales tested in this state have been 47 feet.
9 of the 96 scales tested in this state have been 42 feet.
1 of the 96 scales tested in this state have been 40 feet.

NEW SCALES TESTED SINCE LAST REPORT.

DRUMMOND LIGHTERAGE COMPANY.

Battle, Wash., installed December, 1915, Howe, 100 ton, 50 ft., wood construction.

UNITED STATES COAL COMPANY.

Battle, Wash., installed April, 1915, Fbks. 100 ton, 50 ft., wood construction.

OREGON WASHINGTON RAILROAD & NAVIGATION CO.

Aberdeen, Wash., installed May, 1916, Fbks. 150 ton, 60 ft., steel construction.

PUGET SOUND AND WILLAPA HARBOR RY CO.

Centralia, Wash., installed July, 1916, Fbks. 150 ton, 50 ft., steel construction.

CLEAR LAKE LUMBER CO.

Clear Lake, Wash., installed Sept. 1916, Fbks. 100 ton, 50 ft., wood construction.

SCALES MOVED.

NORTHERN PACIFIC RY. CO.

From Aberdeen Junction, May, 1916, to Hoquiam, Washington.

NEW SCALES NOW BEING INSTALLED.

OREGON-WASHINGTON RAILROAD & NAVIGATION CO.

Spokane, Wash., Fbks. 150 ton, 50 ft., steel construction.

Battle, Wash., Fbks. 150 ton, 50 ft., steel construction.

NORTHERN PACIFIC RAILWAY COMPANY.

South Tacoma, Wash., Fbks. 150 ton, 50 ft., steel construction.

GREAT NORTHERN RAILWAY COMPANY.

Proville, Wash., Fbks. refitted 100 ton, 50 ft., steel construction.

have been informed that the coming year about 10 per cent. of scales with wood construction now in use will be rebuilt with construction and solid decks. It has been demonstrated many in the last few years that wood platform timbers will not carry heavy loads and soon get soft and crush at the bearings.

I believe a review of some of the improvements that have been in the last five years for the betterment of track scales and existing conditions might be interesting. I am submitting the following:

Up to the time I commenced to inspect and test track scales in this State, (December 1st, 1912), very little had been done in the way of sharpening or refitting or even rebuilding. At the present time, 90 per cent. of the track scales have been refitted and rebuilt, and two or three times. Track scales in this section that are out in the weather do not last more than one to three years. Nearly all of the scales now being installed are of 150 tons capacity and steel construction, with solid decks. This is the very best installation.

In 1912, there were 28 scales with wood or pile and timber foundations.

On November 1st, 1916, there are only 11 and these will soon be replaced with concrete.

1912, there were 36 scales that had plain beams; today there are only 9 scales with plain beams, the 28 having been furnished with latest pattern of type register beams.

There were very few scales that had scale houses or lights of any kind or any convenience for the weighmaster. Now we have 68 comfortable houses, 16 good sheds, and only thirteen have no houses. I understand that a number of these have been furnished with houses since my last inspection. Twenty-nine are furnished with electric lights, ten have oil lamps. There are fifty-six without light. I am advised that there is very little night weighing done at any of these. Now many of the scale houses have stoves in them and many other conveniences, and the weighmasters have their office in some of them. Many other improvements have been made, such as leveling up the track leading to the scales, placing heavy rails on them, also good drainage.

1912. It was a regular practice to stop the cars on the weigh rails by using blocks under wheels to the injury to the scale and causing many accidents. This has practically all been stopped. Just occasionally I see a small block used; cars are all uncoupled and pulled apart before weighing now and engines under their own steam are not allowed to run over weigh rails of scale. At the present time I feel sure that there is an improvement over weighing conditions of 1911 of 60 per cent. to 70 per cent.; very few if any complaints have been received this year that could be traced to any track scale in this state not weighing correctly.

TEST CAR.

The wheel base (8 ft.) of our test car is too long for testing many of the 5-6-7 section scales, making it necessary to use a 36 or 40 foot loaded car after I test with our car to be sure of my work, and it is not always convenient to get a long car. I am advised by repair men that the wheel base can be shortened to 6 feet without much trouble. The car also needs other repairs such as spring hangers floor for test weight.

I also need 4-25 ton Norton Journal Jack. I have estimated that the entire cost will be about \$400.00 to be paid for out of the scale fund; Public Service Commission of Oregon to pay one half.

SPECIAL RECOMMENDATIONS.

1st. That all industrial track scales the carriers have weight agreements with or accept their weights be to all purposes and intent carrier scales, and shall be subject to all laws, rules and regulations the same as carrier scales.

2d. For the maintenance of the track scale department, I would recommend that a fee of \$20.00 be made for each test of track scale; that any part not used for the operation of test car, may be appropriated for purchase of new equipment and repairs to test car.

d. Scale expert to have authority to condemn track scales without hearing.

h. Scale expert to have authority to make adjustments of track when necessary.

h. Scale expert to have supervision over the location, type, condition and installation of all track scales.

h. Track scales not to be used by carriers until they have been tested and sealed, except by proper showing permission may be given by the Commission to use until test car be had.

h. That all L. C. L. scales used by carriers be turned over to the Weight and Measure Department.

During the past year I find that it has required an average of about two days to test each scale; this has been caused principally, by many delays in getting the test car over the different lines, and the time necessary to transfer from one line to the other; in many instances it has taken from two to five days. I would suggest that the transfer and transportation of test car be taken up with the carriers if better service can not be had.

In conclusion I will say that there is quite a noticeable change in the attitude of the employees of the carriers to the test car. They are much more willing to assist than they were when I started testing. They seem more interested in the work, and except in a very few cases, they have given me all the assistance required.

Yours very respectfully,

GEORGE H. KAISER,

Scale Expert.

A complete list of all scales tested for the period ending November 30, 1916, with their location, number and date of each test, showing the general average weight per section, light or heavy. To get general average for car load, double the weight shown.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

Location	Scale Number	Cap. Tons	Beam Equip	Foundation	Date Tested	Variation
Assaults, Wn.	170,994	100	T. R.	Concrete	Nov. 20, 1916	L. 10
St. Wn.	204,004	100	T. R.	Concrete	Dec. 2, 1916	H. 45
					June 21, 1916	L. 10
St. Wn. . .	206,008	100	T. R.	Concrete	May 8, 1916	L. 100
					May 29, 1916	L. 105
Falls, Wn.	199,698	100	T. R.	Concrete	June 3, 1916	L. 50
St. Wn. ...	204,016	100	T. R.	Concrete	June 5, 1916	L. 220
St. Wn. . .	E137,788	100	T. R.	Concrete	July 21, 1916	L. 40
St. Wn. ...	170,911	100	T. R.	Concrete	July 24, 1916	L. 52
Lake, Ida.	190,055	100	T. R.	Concrete	July 22, 1916	L. 58
St. Wn. .	175,577	80	T. R.	Concrete	Aug. 14, 1916	L. 136
St. Wn. .	137,143	80	T. R.	Concrete	Aug. 15, 1916	L. 46

PUGET SOUND & WILLAPA HARBOR RY. CO.

St. Wn.	E286,739	100	T. R.	Concrete	July 1, 1916	H. 80
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BELLINGHAM & NORTHERN F.Y. CO.

Location	Scale Number	Cap. Tons	Beam Equip.	Founda- tion	Date Tested	Variation
Sumas	600,762	100	T. R.	Concrete	Aug. 20, 1916	H. 40
					Oct. 20, 1916	H. 110
Bellingham	E 35,051	100	T. R.	Concrete	Aug. 21, 1916	H. 30

NORTHERN PACIFIC RAILWAY CO.

Pasco	205,281	125	T. R.	Concrete	April 18, 1916	L. 56
Centralia	E 20,696	125	T. R.	Concrete	April 27, 1916	H. 24
Tacoma New Yd.	E237,793	150	T. R.	Concrete	May 2, 1916	None
S. Tacoma Yds..	3,855	150	T. R.	Concrete	May 4, 1916	None
Hoquiam	E 18,048	125	T. R.	Concrete	May 5, 1916	L. 36
Tacoma Head Bay	143,489	100	Plain	Concrete	May 11, 1916	None
Burnet	E 72,614	100	T. R.	Stone	May 16, 1916	L. 220
Wilkeson	None	80	T. R.	Concrete	May 16, 1916	H. 100
Fairfax	None	100	T. R.	Concrete	May 17, 1916	L. 20
Wingate	127,154	100	T. R.	Concrete	May 18, 1916	L. 100
Kanasket	E137,917	125	T. R.	Concrete	May 29, 1916	None
Cle Elum	170,927	100	T. R.	Concrete	May 23, 1916	L. 20
					Aug. 8, 1916	L. 8
Ellensburg	E 43,497	100	T. R.	Concrete	May 24, 1916	L. 124
North Yakima ..	None	100	T. R.	Concrete	May 25, 1916	L. 20
Auburn	E 35,045	125	T. R.	Concrete	June 13, 1916	L. 40
Auburn	E 35,050	125	T. R.	Concrete	June 13, 1916	L. 50
Seattle 2d Av...	191,424	100	T. R.	Concrete	June 14, 1916	L. 136
Seattle Middle Yds.	190,399	100	T. R.	Concrete	June 14, 1916	L. 36
Interbay	170,851	100	T. R.	Wood	June 16, 1916	L. 76
Walla Walla	143,293	100	Plain	Concrete	June 17, 1916	L. 118
Spokane	158,387	100	T. R.	Concrete	July 13, 1916	None
Yardley	E 35,039	125	T. R.	Concrete	July 14, 1916	H. 88
Cheney	128,635	125	T. R.	Concrete	July 15, 1916	L. 12
Everett	None	100	T. R.	Concrete	Aug. 18, 1916	L. 96
Sumas	140,241	100	T. R.	Concrete	Aug. 19, 1916	H. 148
Bellingham	170,800	100	T. R.	Concrete	Aug. 23, 1916	H. 48
Snohomish	E 83,048	125	T. R.	Concrete	Aug. 24, 1916	L. 84
Tacoma Moon Yd..	E 55,390	100	T. R.	Stone	Oct. 13, 1916	H. 144

CENTRALIA EASTERN RAILROAD CO.

Mendota	190,314	100	T. R.	Wood	April 28, 1916	L. 63
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TACOMA RAILWAY & POWER CO.

Tacoma	170,822	100	Plain	Concrete	Oct. 14, 1916	L. 88
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PUGET SOUND TRACTION LIGHT & POWER CO.

Renton	107,726	100	T. R.	Concrete	Aug. 31, 1916	L. 160
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OREGON-WASHINGTON RAILROAD & NAVIGATION CO.

Cosmopolis	E 18,049	150	T. R.	Pile	Dec. 5, 1915	H. 145
Seattle	190,950	100	T. R.	Pile	Jan. 20, 1916	H. 60
Tekoa	191,292	100	T. R.	Concrete	April 3, 1916	L. 35
					April 4, 1916	L. 170
Spokane	190,275	100	T. R.	Concrete	July 13, 1916	L. 63
					Aug. 19, 1916	H. 148
Tono	175,400	100	D. B.	Concrete	April 22, 1916	H. 560
Tono	175,408	100	D. B.	Concrete	April 22, 1916	L. 433

	Scale Number	Cap Tons	Beam Equip.	Founda- tion	Date Tested	Variation
na	190,521	100	T. R.	Pile	May 21, 1916	L. 100
					Oct. 11, 1916	L. 82
een	190,603	150	T. R.	Pile	May 6, 1916	L. 24
Yakima ..	191,642	150	T. R.	Concrete	May 25, 1916	None
Walla	191,297	100	T. R.	Concrete	July 10, 1916	L. 275

GREAT NORTHERN RAILWAY CO.

ne	201,582	100	T. R.	Concrete	April 7, 1916	L. 16
ards	E128,500	150	T. R.	Concrete	Sept. 29, 1916	L. 30
port	175,139	100	T. R.	Concrete	April 10, 1916	L. 144
ay	143,483	100	T. R.	Pile	June 10, 1916	L. 26
e	140,336	80	T. R.	Concrete	June 16, 1916	L. 84
nworth ...	3,628	100	T. R.	Concrete	June 19, 1916	L. 60
.....	3,643	100	T. R.	Concrete	Jan 22, 1916	L. 25
Bellingham	143,179	80	Plain	Concrete	June 24, 1916	L. 74
ia	190,887	100	T. R.	Concrete	Oct 12, 1916	L. 44
ngton	143,465	80	Plain	Concrete	Oct. 22, 1916	L. 12

SPOKANE, PORTLAND & SEATTLE RY. CO.

ridge	190,299	100	Plain	Concrete	April 19, 1916	H. 12
uver ...	190,298	100	T. R.	Concrete	Dec. 23, 1916	H. 152

SPOKANE & INLAND EMPIRE RY. CO.

ne	170,910	100	T. R.	Concrete	July 17, 1916	H. 68
se	175,272	100	T. R.	Concrete	July 18, 1916	H. 24

SPOKANE INTERNATIONAL RY. CO.

ne	170,711	100	T. R.	Concrete	July 28, 1916	H. 12
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WASHINGTON, IDAHO & MONTANA RY. CO.

ch, Ida. ..	158,387	100	T. R.	Concrete	July 18, 1916	L. 48
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PACIFIC COAST RY. CO.

e	202,636	150	T. R.	Concrete	June 26, 1916	L. 35
n	191,205	100	T. R.	Concrete	June 29, 1916	H. 54
Diamond .	None	80	T. R.	Concrete	June 29, 1916	H. 54

INDUSTRIAL OR PRIVATELY OWNED R. R. TRACK SCALES.

BLOEDEL-DONOVAN LUMBER CO.

ns	E 46,946	100	T. R.	Concrete	Aug. 23, 1916	L. 124
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CENTENNIAL MILL CO.

e	135,285	100	Plain	Concrete	Aug. 28, 1916	H. 6
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CENTENNIAL MILL CO.

ne	143,462	80	T. R.	Concrete	April 15, 1916	L. 356
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WASHINGTON GRAIN & MILLING CO.

an	E 35,043	100	T. R.	Concrete	Aug. 2, 1916	L. 104
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WENATCHEE MILLING CO.

atchee	190,865	100	T. R.	Concrete	June 20, 1916	None
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RITZVILLE FLOUR MILL CO.

ille	E 46,952	100	T. R.	Concrete	Aug. 4, 1916	H. 80
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Location	Scale Number	Cap. Tons	Beam Equip.	Founda- tion	Date Tested	Variation
HAMMOND MILLING CO.						
Seattle	None	60	T. R.	Concrete	Aug. 26, 1916	H. 30
SPOKANE FLOUR MILL						
Spokane	175,600	100	T. R.	Concrete	April 17, 1916	H. 28
DEMENT BROS. COMPANY.						
Walla Walla ...	190,350	100	T. R.	Concrete	July 10, 1916	H. 72
SEATTLE BREWING & MALTING CO.						
Seattle	191,217	100	T. R.	Concrete	Dec. 1, 1916	L. 60
PACIFIC COAST STEEL CO.						
Seattle	686,553	100	T. R.	Concrete	June 28, 1916	H. 36
					Aug. 9, 1916	H. 36
SEATTLE CAR & FOUNDRY CO.						
Renton	E128,581	100	T. R.	Concrete	May 20, 1916	L. 80
					Aug. 30, 1916	L. 156
TACOMA SMELTING CO.						
Ruston	None	100	T. R.	Concrete	May 12, 1916	L. 316
Ruston	None	100	T. R.	Concrete	May 12, 1916	H. 28
					July 13, 1916	H. 72
QUARTERMASTER VANCOUVER BARRACKS, VANCOUVER.						
Vancouver	175,896	100	T. R.	Concrete	Dec. 8, 1916	H. 56
DRUMMOND LIGHT CO.						
Seattle	740,553	100	T. R.	Pile	Dec. 2, 1916	H. 28
CLEAR LAKE LUMBER CO.						
Clear Lake	128,581	100	T. R.	Concrete	Oct. 17, 1916	H. 68
OLYMPIC PORTLAND CEMENT CO.						
Bellingham	E 50,890	100	T. R.	Concrete	Aug. 21, 1916	L. 44
INTERNATIONAL PORTLAND CEMENT CO.						
Irwin	E 43,503	100	T. R.	Concrete	July 29, 1916	L. 116
INLAND EMPIRE PAPER CO.						
Millwood	169,399	100	T. R.	Concrete	July 28, 1916	H. 84
UNITED COAL SALES CO.						
Seattle	None	100	T. R.	Wood	June 27, 1916	L. 136
					Aug. 12, 1916	H. 16
WASHINGTON STATE COLLEGE.						
Pullman	E138,436	100	T. R.	Concrete	April 19, 1916	L. 225
WASHINGTON WATER POWER CO.						
Spokane	190,167	100	T. R.	Wood	April 6, 1916	L. 1,432
HENRY McCLEARY TIMBER CO.						
McCleary	171,091	60	Plain	Concrete	Jan. 22, 1916	H. 57
PACIFIC BREWING & MALTING CO.						
Tacoma	633,358	100	Plain	Concrete	Oct. 30, 1916	L. 144

OPINIONS RENDERED BY THE ATTORNEY .
GENERAL TO THE PUBLIC SERVICE
COMMISSION FOR THE PERIOD
ENDING NOVEMBER 30, 1916.

SEATTLE PORT DISTRICT FIXES CHARGES OF TENANTS.

OLYMPIA, Wn., January 14, 1916.

We acknowledge receipt of your letter enclosing a letter from the
Dodge Dock and Warehouse Company, Inc., of Seattle. You ask for
an opinion concerning the question of law submitted by the said dock
and warehouse company.

It appears that on October 28, 1915, pier 14, on which the dock
company was operating, was destroyed by fire, and that immediately
after the said dock company obtained from the port commission
a "rental assignment" of the port district's Smith Cove terminal,
payable on sixty days' notice. The warehouse company has been
paying charges according to its regular tariff. It appears that the
port commission has expressed an opinion that the dock company has
no right to make any charges in excess of those published in the tariff
of the port commission.

Section 4, chapter 62, Laws of 1913, authorizes the port district:

" * * to fix absolutely and without right of appeal or review the rates
of wharfage, dockage, warehousing and port and terminal charges upon all
wharves owned and operated directly by the port district itself, and ferry
boats of ferries operated by itself. *Provided, however,* That the port com-
mission shall file with the Public Service Commission of the State of Wash-
ington its schedule of rates and charges so fixed, as is required by the laws
of the State of Washington of public service corporations, and may not change
the rate or charge so fixed without first filing a notice of such change of rate
or charge with the Public Service Commission not less than thirty days prior
to the same going into effect of such change of rate or charge, and to fix, subject to
the regulation rates of wharfage, dockage, warehousing and all necessary port
terminal charges upon all docks, wharves, warehouses, quays, or piers
owned by said port district but operated under lease from it, to execute leases
of lands, wharves, docks and property owned and controlled by said port
district upon such terms as the port commission may deem proper."

It would appear from the provisions of the law above quoted that
the charges of the dock company referred to, while using the property
of the port district, should first be fixed by the port commission, and
the charges so fixed would be subject to the regulation of the
Public Service Commission. The apparent intention of the statute
is that the charges of the lessees of the port district should be fixed
by the port district in the first instance.

The only rates fixed by the port commission are those evidenced
by the tariffs of the port district, and in so far as the schedule of the
port district covers the services performed by the dock company, the
charges provided by such schedule would control.

You are therefore advised that in our opinion the charges provided
by the port commission are the lawful charges for such services as
the schedule covers. Our understanding is that the tariffs of the Dodge
Dock and Warehouse Company provide for services such as load-
ing, unloading, handling, etc., not included in the tariffs of the port
commission. We are of the opinion that until changed by the port

commission, the charges provided by the tariffs of the Dodwell Dock & Warehouse Company, for the services last referred to, are the lawful charges.

This opinion is applicable only to the situation under consideration and has no reference to the reasonableness of the charges.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

**REDUCED FARE FOR SCHOOL CHILDREN AND REDUCED
RATES FOR FAIR EXHIBITS.**

OLYMPIA, WN., February 9, 1916.

You have asked the opinion of this office upon the following questions:

"May the common carriers of this state extend special or reduced rates to school children attending state fairs and similar exhibitions where such school children are exhibiting produce raised by them or articles manufactured in the industrial departments of the public schools?"

"May the common carriers extend reduced rates for the transportation of the exhibits sent to state fairs, and like institutions, by children of the public schools exhibiting their handiwork at such institutions?"

Section 18 of the Public Service Act (Ch. 117, Laws of 1911) prohibits common carriers from charging, demanding, collecting or receiving a greater or less or different compensation for the transportation of persons or property, or for any service in connection therewith, than the rates, fares and charges specified in the schedules filed and in effect at that time. The same section further prohibits such carriers from directly or indirectly issuing or giving any reduced transportation to any person except certain specifically designated classes of persons. The only exception which is made by this section with respect to school children is for students "going to and returning from state institutions of learning." The fact that an express opinion is made in such cases would indicate that no other exception was intended. In any event, none can be implied, in the absence of an express provision upon the subject.

Your first inquiry is therefore answered in the negative.

In this connection, however, we call your attention to the proviso contained in Section 18, which permits the issuance of excursion passenger tickets.

An answer to your second inquiry may be found in that portion of Section 13 which provides as follows:

"Common carriers subject to the provisions of this act may carry, store or handle, free or at reduced rates, property for the United States, state or county or municipal governments, or for charitable purposes, or to or from fairs, and exhibitions for exhibition thereat, and may carry, store or handle, free or at reduced rates, the household goods and personal effects of its employees and those entering or leaving its service and those killed or dying while in its service."

We are of the opinion that under the provisions of this section carriers may extend reduced rates for the class of property mentioned in the second inquiry.

Yours respectfully

SCOTT Z. HENDERSON,
Assistant Attorney General.

CHANGED RATES REQUIRE STATUTORY NOTICE.

OLYMPIA, WN., March 1, 1916.

You have submitted to this office the following state of facts: A company engaged in the sale and distribution of electrical power for manufacturing and commercial purposes has filed an addition to its tariffs providing for certain rates for combined light and power for moving picture theatres which guarantee a certain sum per annum. You ask whether these tariffs should be given the thirty days' notice prescribed in Section 28, Chapter 117, Laws of 1911.

Section 27, Chapter 117, *supra*, in substance provides that every electrical company shall file with the Commission all rates and charges proposed by such company. Section 28 then provides that "unless the Commission otherwise orders, no change will take place in rate or charge. * * *," except upon thirty days' notice to the Commission and publication for thirty days; which notice shall indicate the nature of the change.

While it is true that the change here proposed does not cancel or supersede any existing tariffs, it is nevertheless a change within the contemplation of Section 28, because it provides that theatres who take a certain amount of power may obtain that power at less rate than the tariffs theretofore existing.

We therefore conclude that the usual thirty days' notice should be

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

IRRIGATION COMPANY UNDER JURISDICTION OF COMMISSION.

OLYMPIA, WN., March 6, 1916.

You have asked the opinion of this office upon the following state of facts: An irrigation company was organized for the purpose of constructing an irrigation canal. Prior to the construction of this canal, contracts were entered into between this company and persons owning or holding land under contract under this proposed system, by which the company agreed to convey to such persons a perpetual right sufficient to irrigate their lands; and as a consideration therefor the land owners in turn agreed to deed to the company, upon completion of the canal, a designated portion of the lands owned by them.

These contracts further provided that upon the completion of the canal it should be turned over to the owners of the canal through the organization of a water users association or an operating company, each land owner to receive one share of stock for each acre of land irrigated by the canal. These contracts also contained a provision that until the canal was transferred the company might collect an annual maintenance fee of \$2.00 per acre, and that in case the land owners should default in the payment of such fee, the company should have the right to cease to furnish water until the fee be paid. You ask whether or not this company is a public service operating company within the meaning of Chapter 117, Laws of 1911, and therefore required to file its tariffs and contracts with your Commission as provided in Section 27, Chapter 117, Laws of 1911.

Section 27 provides:

"Every gas company, electrical company and water company shall file with the Commission and shall print and keep open to public inspection, schedules in such form as the Commission may prescribe, showing all rates and charges made, established or enforced, or to be charged or enforced, all forms of contract or agreement, all rules and regulations relating to rates, charges or service, used or to be used, and all general privileges and facilities granted or allowed by such gas company, electrical company or water company."

Section 8 of the same act defines the term "water system" as follows:

"The term 'water system,' when used in this act, includes all real estate, easements, fixtures, personal property, dams, dikes, head gates, weirs, canals, reservoirs, flumes or other structures or appliances operated, owned, used or to be used for or in connection with or to facilitate the supply, storage, distribution, sale, furnishing, diversion, carriage, apportionment or measurement of water for power, irrigation, reclamation, manufacturing, municipal, domestic or other beneficial uses for hire."

The term "water company" is defined by Section 8, as follows:

"The term 'water company,' when used in this act, includes every corporation, company, association, joint stock association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever, and every city or town owning, controlling, operating or managing any water system for hire within this state."

Tested by these definitions we think that the company here in question is a "water company" within the contemplation of Section 27, *supra*. Recurring to the statutory definition of the term "water system," it will be observed that it includes "canals" * * * operated, owned, used or to be used for or in connection with or to facilitate the supply, storage, distribution, sale, furnishing, diversion, carriage, apportionment or measurement of water for * * * irrigation * * * or other beneficial uses for hire." Any company which operates such a water system is a "water company" under the act. This company furnishes water to its patrons and for this service collects an annual maintenance fee of \$2.00 per acre per annum; in addition to which it has transferred certain valuable water rights for which it has received large tracts of land. This is clearly the distribution, furnishing and carriage of water for hire. The fact that the water rights may be owned by the land owners is material, because in such event the company is still a carrier of the water, for which service it receives compensation.

We regard the fact that these contracts ultimately contemplate the transfer of this system to the land owners as also immaterial. This is a system which has been quite extensively followed in the arid states. The status of a corporation with respect to its relation to the state cannot be measured by some intent to be consummated in the future, but must be determined by the nature of the business in which it is now engaged. The business of this company contains all the elements of a public service company, both at common law and under the statute.

The Supreme Court of Idaho in the case of *Childs v. Neitzel*, 141 Pac. 77, in speaking of an irrigation company organized on a similar plan, said:

"The Murphy Company was a public service or a quasi public corporation, and the use it was making of its irrigation system and of the waters appropriated by it was a public use and the right it was exercising in selling water shares and rights in the irrigation system and issuing contracts therefor and collecting rates and compensation was a franchise. * * *"

The case of *McCook Irrigation & Water Power Company v. Burtless*, 152 N. W. 334, is to the same effect.

Your inquiry is accordingly answered in the affirmative.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

**VALUATION DECLARED BY SHIPPER AND ACCEPTED BY
CARRIER GOVERNS RATES.**

OLYMPIA, WN., March 6, 1916.

You have submitted to this office the following state of facts.
No. 4 of G. N. Ry. Co. tariff GFO 280-A reads as follows:

"Effective July 20, 1915, ore, carloads, minimum weight 60,000 pounds, when car is loaded to marked or visible carrying capacity, actual weight not less than 40,000 pounds will govern."

"When valuation is declared by shippers of not exceeding \$80.00 per ton of 2,000 pounds, from Okanogan to Tacoma, \$3.50 per ton of 2,000 pounds, see B, page 6 of this tariff," which reads as follows:

"Valuation, rules, etc., on ore, concentrates and slag. Effective June 2, 1915, issued under special permission of the Interstate Commerce Commission (Ex Parte) of May 7, 1915."

"The rates named herein apply to valuations not to exceed the highest valuation named herein, an additional charge of 20 per cent. will be made on valuations exceeding such maximum valuation. Where rates are conditioned on value declared by shippers, such declaration must be made in writing on the bill of lading by shipper or his agent."

"The smelter returns to the mine owner, before deducting transportation charges, shall be the value to be used in determining the freight charges under this tariff."

You ask the following questions relative to this tariff:

First. Under this tariff does the "declared valuation" stated in bill of lading, govern freight rates except in case of loss?

Inasmuch as this tariff recites that it was promulgated by permission of the Interstate Commerce Commission, a reference to the action of that Commission with reference to such order would seem to govern its construction, even though the particular rate here in question is intrastate and therefore not within the jurisdiction of that body.

An opinion will be found reported under the title of *In re the Cummins Amendment*, 33 I. C. C. 682, and involves the proper construction of the Cummins Amendment to the Interstate Commerce Act. This amendment in substance provides that common carriers of interstate shipments of freight shall be liable for the full actual loss, damage or injury happening to any such freight by reason of any act of such carrier and that this liability cannot be evaded by the carrier by means of any contract. The amendment, however, contains the following proviso:

"Provided, however, That if the goods are hidden from view by wrapping, or by other means, and the carrier is not notified of the character of the goods, the carrier may require the shipper to specifically state in writing the value of the goods, and the carrier shall not be liable beyond the amount so specifically stated, in which case the Interstate Commerce Commission may establish and maintain rates for transportation, dependent upon the value of the property as specifically stated in writing by the shipper. Such rates shall be published as other rate schedules."

The effect of this proviso was considered upon page 694 of the opinion where it was said:

"The right of the carrier to initiate its rates and to consider value of the property tendered for transportation as an element in determining the classification thereof or the rate applicable thereto has not been denied by the act withdrawn by this amendment. The right in certain instances to make varying rates upon a given article of commodity dependent upon its true value is recognized, and it being impossible for the carrier's agent to know the value of the shipment unless it is declared by the shipper, and in view of the fact that the ordinary name of the commodity is essential to the application of any transportation rate whatsoever, it seems that the word 'character' used in this proviso must include the true and actual value as stated by the shipper."

"The word 'character' as here used clearly relates primarily to value, or those qualities affecting value, and when the entire proviso is considered the meaning seems to be that if the qualities affecting value of the goods are known from the carrier's view, or are not known to the carrier the proviso applies. It is a well settled rule of statutory construction that the word 'and' be read as 'or' in deference to the meaning of the context."

The tariff here in question appears to have been promulgated with this language in view. Assuming that this is a proper construction of the Cummins Amendment, a matter upon which it is unnecessary for us to pass, it is apparent that unsmelted ore is within the terms of the proviso, because its true value is clearly not within the knowledge of the carrier.

The clause of this tariff which provides that the smelter returns to the mine owner shall be the value to be used in determining freight charges, is explained by page 696 of the decision before referred to, which reads in part:

"It is important to keep in mind that the carriers are not prohibited from making different rates dependent upon the value of different grades of a different commodity; that, except as covered by the Cummins amendment, including approval of the rates by the Commission, the carrier is subject to all the liabilities imposed by that amendment; and that if, in any instance, the shipper declares the value to be less than the true value in order to get a lower rate than that to which he would otherwise be entitled, he violates, and is subject to the penalty prescribed in Section 10 of the act. The carrier would also be subject to the same penalty in such a case if, having knowledge that the value represented is not the true value, it nevertheless accepts the shipper's representation as to value for the purpose of applying the rate."

This provision of the tariff appears to have been inserted primarily as a direction to the shipper and to the agents of the carrier as to the proper way to determine this value, and also in case of a controversy as to value. If the valuation is declared in good faith by the shipper, however, and accepted by the carrier, we believe that it will determine the rate regardless of the returns which the shippers may subsequently receive upon the shipment.

Second. If the declared valuation is placed at \$100.00 a ton, but the ore actually runs \$30.00 or less, would the rate be \$4.20 or \$3.50 per ton?

Third. What would the rate be on a shipment valued at \$100.00 per ton which actually runs that?

The rate in such a case would be \$4.20 per ton.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

AUTHORITY TO MAKE RULE FOR DEDUCTION FOR SACKS IN WEIGHING GRAIN.

OLYMPIA, WN., March 16, 1916.

You have submitted to this office two letters from Mr. R. D. Jarboe, chief inspector of the grain department. These letters make inquiry as to the jurisdiction of the Commission concerning the matter of the practice of weighing grain. It appears from the letters that it is customary to deduct one pound for the weight of sacks in the handling of wheat. Mr. Jarboe states that his attention was called to the fact that scale inspectors have notified warehousemen that "if they persisted in deducting one pound per sack from the gross weight of wheat they would be prosecuted under the Weights and Measures Act."

Section 2 of Chapter 91, Laws of 1911, provides:

"The Commission shall exercise general supervision over the handling, weighing, inspecting and storage of grain and hay, and the management of public and terminal warehouses. Such Commission shall investigate all complaints of fraud or injustice in the grain and hay trade, fix the charges of public and terminal warehouses, and make all necessary rules and regulations for carrying out and enforcing the provisions of this act, and of all laws of the state relating to this subject."

Section 4 of Chapter 170, Laws of 1915, provides:

It shall be unlawful for any grain warehouseman to receive in any public grain warehouse any grain that has not been inspected and weighed by a duly authorized grain inspector of the State of Washington, or to deliver from any Class A grain warehouse any grain that has not been weighed out by a duly authorized state grain inspector."

By virtue of the provisions of Section 2, Chapter 91, *supra*, we are of the opinion that the Public Service Commission has supervision over the weighing of grain, and may prescribe rules therefor. However, the Commission has no jurisdiction to prescribe the price to be paid for the grain or the sacks.

The reference made by Mr. Jarboe to the weights and measures occurs by reason of the provisions of Section 9, Chapter 52, of the Laws of 1913, which in part provides:

It shall be unlawful for any person, firm or corporation in the State of Washington to buy any commodity upon the basis of weight or measure except the same be bought upon the basis of the true net weight or measure, and the scales or measures so used shall bear the seal of a sealer of weights and measures and conform to the standards adopted by the State of Washington. * * *

It shall be unlawful for any vendor, or his servant, agent or other employee in the State of Washington, to offer to sell, or sell, or sell and deliver any commodity ordinarily and usually sold in bulk or quantity by weight or measure, unless the same be weighed or measured as the case may be upon or by specially tested and approved weights, measures, scales, scalebeams, patent scales, steelyards, automatic or computing scales or other instruments for weighing or measuring, and unless that portion of such commodity so offered for sale be sold by weight or measure *shall be the true net weight or measure.*"

You are therefore advised that in the opinion of this office the Public Service Commission is authorized to make and enforce such reasonable rules and regulations as may be necessary for ascertaining the proper weight of wheat, and that this authority would include the right to make a rule with reference to the proper deductions and allowances for the weight of sacks, without regard to the price to be paid for such sacks.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

JURISDICTION OVER ELECTRIC ENERGY SOLD TO MUNICIPALITY.

OLYMPIA, WN., March 28, 1916.

We have a communication from your department submitting to us a letter relative to your jurisdiction over electrical energy sold to a municipal corporation by the Washington Water Power Company. It appears that the municipal corporation contemplates the purchasing and distributing system within such municipality, and contemplates the purchase from the Washington Water Power Company of electric energy to supply such distribution system. You desire to know if the Commission has jurisdiction to compel the power company to furnish electric current and to regulate the price thereof.

In the recent case of *State ex rel. Public Service Commission v. Puget Sound & Inland Empire Railroad Company*, 47 Wash. Dec. 405, the supreme court of this state in the course of its opinion uses this language:

"There may be some expressions in cases involving collateral questions, which seemingly touch the question under discussion and which may give impetus to the thought that we had it in mind to modify some of our decisions. The fact remains that, whenever the exact question has been submitted to

the court, it has held to the doctrine of the earlier cases, that is, that the sale of power to be used by others for traction purposes, lighting, manufacturing, etc., is not a public use."

Again in the same opinion the court uses the following language:

"At the time the act of 1911 was passed, the law was well defined and certain in its terms. The sale of power to individuals or companies to be in turn sold was not a public use."

In the case just referred to the court held that the power and light business of the Spokane & Inland Empire Railway Company was not within the jurisdiction of the Public Service Commission, although the record showed that the Spokane & Inland Empire Railroad Company was selling power and light to an individual who was furnishing light to four incorporated towns and one village.

Under the authority of the Spokane & Inland case, *supra*, it would appear that the Public Service Commission would have no authority to make any order concerning the rates or service under the conditions above set forth.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

HOURS STOCK MAY BE HELD IN CARS WITHOUT UNLOADING.

OLYMPIA, WN., April 12, 1916.

You have requested advice from this office as to the present state law relative to the number of hours stock can be held in cars in this state without unloading for feed, water and rest. You also ask advice as to whether the state law is different from the Federal law in this respect.

Section 8717, Rem. & Bal. Code, provides in part as follows:

"Railroad companies in carrying or transporting animals shall not permit them to be confined in cars for a longer period than forty-eight consecutive hours without unloading them for rest, water and feeding for a period of at least two consecutive hours, unless prevented from so unloading them by unavoidable accident."

This section of the statute is still in effect and is the law of this state. You are therefore advised that when animals are shipped from one point within the State of Washington to another point within this state, that is to say, when shipment is entirely intrastate, the provisions of Section 8717, *supra*, are controlling.

The Federal statute relating to the same subject provides that cattle, sheep, swine or other animals shall not be confined in the same cars for a longer period than twenty-eight consecutive hours without unloading the same for rest, water and feed for a period of at least five consecutive hours. An owner is permitted to extend the time from twenty-eight to thirty-six hours upon written request made at the time the bill of lading is made out, such request to be in a separate document.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

**TELEGRAPH DEPARTMENT OF GREAT NORTHERN RAILWAY
NOT AN INDEPENDENT TELEGRAPH COMPANY.**

OLYMPIA, Wn., April 24, 1916.

We are in receipt of communications from your department, enclosing a letter from Mr. G. R. Martin, comptroller of the Great Northern Railway Company. You ask to be advised as to whether or not we should consider the "telegraph department" of the Great Northern Railway Company an independent telegraph company from whom you would require annual reports.

It appears from your communication, and that of the comptroller, that the Great Northern Railway Company does some commercial telegraph business on its branch lines but has no separate company incorporated to take care of the telegraph business. The cost of the telegraph lines is considered as a part of the cost of the railroad property and the revenue is disposed of as "telephone and telegraph revenue," in accordance with the classification prescribed by the Interstate Commerce Commission. The revenues and expenses of the telegraph business are shown in the report of the Great Northern Railway Company to your Commission.

The Great Northern Railway Company is not organized as a telegraph company but does some incidental commercial telegraph business on its branch lines of its railway. According to your communication, the main line appears to be handled by an independent telegraph company.

You are advised that as a proposition of law there is nothing in the statute compelling you to treat the "telegraph department" of the Great Northern Railway Company as an independent company under the state of facts above referred to.

Yours respectfully,

SCOTT Z. HENDERSON,

Assistant Attorney General.

**RIGHT OF CITIES TO REGULATE SANITARY CONDITIONS OF
STREET CARS.**

OLYMPIA, Wn., May 3, 1916

You have submitted to us the following inquiry submitted to you by Mr. J. B. Anderson, health officer of the city of Spokane:

"Would you kindly indicate to me whether you consider cities of the first class have a right to regulate sanitary conditions of street cars in the method of cleanliness; that is whether we are able to force them to scrub cars out if necessary, and in the matter of ventilation, whether we can force them to open up their windows and give the people fresh air, or whether it is necessary for your Commission to rule on these important problems."

Accompanying the letter is a copy of an ordinance of the city of Spokane, two sections of which are as follows:

"Section 88. No person shall expectorate on the floor of any street railway car or other public conveyance, or public building, or on any sidewalk in the city of Spokane.

"Section 89. Every closed street railway passenger car operated in Spokane shall be properly ventilated while in operation and shall be properly cleaned at the end of each round trip. It shall also be cleaned at the end of each run and disinfected at least once each week in such manner as the health officer may direct or approve. The dry sweeping or dusting of any street car while it is on any street is strictly prohibited. The president of the board of directors, the health officer, or any of his deputies may order any street railway passenger car operated in violation of any provision of this section to the car to be cleaned, and the company shall immediately comply with said order. All street railway cars shall be adequately heated in cold weather."

By the provisions of the constitution cities and towns are authorized to make and enforce local police, sanitary and other regulations, Section 11 of Article XI being as follows:

"Any county, city, town, or township, may make and enforce within its limits all such local, police, sanitary, and other regulations as are not in conflict with general laws."

By the provisions of Section 10, Article XI, a city of the class to which Spokane belongs may "frame a charter for its own government consistent with and subject to the constitution and laws of this state."

Section 9 of Chapter 117, of the Laws of 1911, being the Public Service Commission law of this state, provides:

"Every common carrier shall construct, furnish, maintain and provide safe, adequate and sufficient service facilities, trackage, sidings, railroad connections, industrial and commercial spurs and equipment to enable it to promptly, expeditiously, safely and properly receive, transport and deliver all persons or property offered to it or received by it for transportation, and to promote the safety, health, comfort and convenience of its patrons, employees and the public.

"All rules and regulations issued by any common carrier affecting or pertaining to the transportation of persons or property shall be just and reasonable."

Section 53 of Chapter 117, *supra*, provides:

"Whenever the Commission shall find, after such hearing, that the rules, regulations, practices, equipment, appliances, facilities or service of any such common carrier in respect to the transportation of persons or property are unjust, unreasonable, unsafe, improper, inadequate or insufficient, the Commission shall determine the just, reasonable, safe, adequate, sufficient and proper rules, regulations, practices, equipment, appliances, facilities or service to be observed, furnished, constructed or enforced and be used in the transportation of persons and property by such common carrier, and fix the same by its order or rule as hereinafter provided."

By the provisions of said Chapter 117, street railroads and street railroad companies are included within the term of "common carrier." It will be observed that in the above quotations the provisions of the law are directed to the "rules and regulations . . . pertaining to the transportation of persons or property" or "rules, regulations, practices, equipment, appliances, facilities or service of any such common carrier in respect to the transportation of persons or property."

In the case of *Seattle Electric Co. v. Seattle*, 78 Wash. 208, it was held that the Public Service Commission had exclusive jurisdiction concerning the operation of street cars in accordance with schedules, and to prescribe rules relative to the prevention of overcrowding of cars, and that since the enactment of the Public Service Commission Law the city had no jurisdiction over such matters.

It will be observed that both of these cases refer to rates or rules and regulations in respect to the transportation of persons, and it is apparent therefore that insofar as any regulations relate to the transportation of persons or property, such regulations are exclusively within the jurisdiction of the Public Service Commission.

In so far as the regulation relates to the prohibiting of such acts of the utility as may be detrimental to the peace, health, safety or general welfare of the community the utility may be subjected to the police power of the city in the same manner as any other corporation or person. It may be prohibited from maintaining any public nuisance irrespective of the jurisdiction of the Commission.

The determination of the question of whether or not the regulation is one in respect to the "transportation of persons or property," as distinguished from that which may be in the interest of public peace, health, safety or general welfare, is not free from difficulty.

It is our opinion that the mere incidental affecting of the transportation is not sufficient of itself to remove the utility from the juris-

on of the municipal authorities. For instance, we have no doubt until the state acts by general law the municipality may regulate speed of cars within the corporate limits, such regulation being for safety of the traffic on the streets, as well as for the safety of the engers. The city may prevent the operation on the streets of cars in a condition calculated to injuriously affect the health, safety or are of the inhabitants of the city, as for example, cars loaded with explosives or carrying property which gives off offensive odors.

Considering the ordinance in question, we are of the opinion that provisions prohibiting expectorating on the floor of cars and prohibiting dry sweeping or dusting of any car while it is on the street, valid in the exercise of the police power of the city. The provisions relative to ventilation and cleaning may not be as free from doubt and depend on the establishing of facts, concerning which we have sufficient information to enable us to express a positive opinion.

If it can be established as a fact that a poorly ventilated car, or a not cleaned as provided in the ordinance, is a nuisance or is detrimental to the general health of the community, as distinguished from convenience of passengers, the city may properly prevent the use of such a car within the city limits. This last statement is applicable to a car which has not been fumigated.

For the reason that we doubt if the necessary facts can be established to meet the conditions referred to in the preceding paragraph, we are of the opinion that with the exception of the prohibitions against expectorating and dry sweeping or dusting, the attempted regulations are "in respect to the transportation of persons," and therefore exclusively within the jurisdiction of the Public Service Commission. In our opinion the question concerning adequate heating of cars in winter weather is one entirely within the jurisdiction of the Public Service Commission and the city may not regulate in this respect.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

HOURS STOCK MAY BE HELD IN CARS.

OLYMPIA, WN., May 15, 1916.

We have your letter of May 13, wherein you call our attention to the fact that on April 4 you addressed a letter to this office requesting information with reference to the present state law as to the number of hours stock can be held in cars without unloading for feed, water and rest. Under date of April 12 we wrote you as follows:

"You have requested advice from this office as to the present state law relative to the number of hours stock can be held in cars in this state without unloading for feed, water and rest. You also ask advice as to whether the state law is different from the Federal law in this respect.

Section 8717, Rem. & Bal. Code, provides in part as follows:

"Railroad companies in carrying or transporting animals shall not permit them to be confined in cars for a longer period than forty-eight consecutive hours without unloading them for rest, water and feeding for a period of at least two consecutive hours, unless prevented from so unloading them by a unavoidable accident."

"This section of the statute is still in effect and is the law of this state. You are therefore advised that when animals are shipped from one point within the State of Washington to another point within this

state, that is to say, when shipment is entirely intrastate, the provisions of Section 8717, *supra*, are controlling.

"The Federal statute relating to the same subject provides that cattle, sheep, swine or other animals shall not be confined in the same cars for a longer period than twenty-eight consecutive hours without unloading the same for rest, water and feed for a period of at least five consecutive hours. An owner is permitted to extend the time from twenty-eight to thirty-six hours upon written request made at the time the bill of lading is made out, such request to be in a separate document."

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

JURISDICTION OVER RATES OF COUNTY OWNED FERRIES.

OLYMPIA, WN., June 16, 1916.

We have your request for an opinion from this office as to the jurisdiction of your Commission to establish rates for ferries owned by counties.

In an opinion given to your Commission by the attorney general under dates of January 31, 1912 (Opinions Attorney General, 1911-1912, p. 198), you were advised that the Commission had no authority to prescribe rates for ferries operated by counties, and that the Public Service Commission had no jurisdiction over ferries operated by counties.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

PROPERTY OF SURETIES ON WAREHOUSE BONDS MUST BE WITHIN THIS STATE.

OLYMPIA, WN., June 16, 1916.

We are in receipt of a copy of a letter from your chief grain inspector, containing the following question:

"Will you please advise us whether it is necessary for personal sureties to qualify in double the amount of the bond, such amount to be covered by separate property situate within the State of Washington, or whether if we have a personal surety whose property is in Oregon, we can so state. This question has arisen in connection with the forms which you have sent us covering warehouse bond No. 474 Lind and No. 657 Odessa."

Full instructions as to the requirements of the Commission are contained on the back of the form of the bond, and a form for justification for sureties is also on the back of the bond. This form requires the sureties to justify in double the amount of the bond, and the property upon which such justification is based must be situated within State of Washington as appears in such justification.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

**DISCRETION OF COMMISSION AS TO PERMITTING PUBLIC
EXAMINATION OF CERTAIN RECORDS.**

OLYMPIA, WN., July 29, 1916.

I am in receipt of your letter of the 28th inst., in which you ask whether the Commission should permit the testimony taken by it in investigation of the wreck caused by the snow slide at Corea in any last to be read by or the testimony transcribed to be sent out to a private individual before or after the Commission has rendered its opinion fixing the responsibility of the wreck.

There is no provision of law prohibiting the Commission from permitting the examination of its files by a private individual or the making of transcripts thereof for such individuals, and in the absence of a statute, even though such records be not public records, the matter is in the discretion of the Commission.

Yours respectfully,

W. V. TANNER,

Attorney General.

SEPARATE LICENSES FOR GRAIN WAREHOUSES.

OLYMPIA, WN., August 16, 1916.

We have a request from your department asking this office to advise you if you can issue one license to cover several associated warehouses; you also ask if you must issue a separate license to each warehouse so associated.

Section 18 of Chapter 91, Laws of 1911, provides:

"Any person, firm, company, corporation or association of persons owning or operating any public or terminal warehouse or warehouses in this state, on or before June 30th of each year, procure from the Commission, a license for each such warehouse so owned or operated for the ensuing year before transacting business at such public warehouse or warehouses. Such license shall be posted in a conspicuous place in the office of each warehouse. The fee for such license shall be one dollar for each public warehouse and the Commission may revoke any such license for cause, upon notice and hearing. Any person, corporation or association operating any public or terminal warehouse in this state without a license shall forfeit to the state for each day's violation fifty dollars, and such operation may be enjoined upon complaint of the Commission."

In our opinion the provisions of the above section are plain and require a separate license for each warehouse. We find nothing in the statute authorizing your Commission to issue one license to cover several warehouses.

Yours respectfully,

SCOTT Z. HENDERSON,

Assistant Attorney General.

RELEASE OF SURETIES ON BONDS.

OLYMPIA, WN., August 16, 1916.

You have asked this office to advise you whether or not sureties on warehousemen bonds can be released in the manner provided for the release of sureties upon official bonds. You further ask "if this Commission should take a new bond we would like to know whether it should be so drawn as to relate back and cover the time from the date of the old license."

Section 8336, Rem. & Bal. Code, provides:

"Any surety on the official bond of any state, county, or city officer, or the official bond of any executor or administrator, or on the bond or undertaking of any person where by law a bond or undertaking is required, may be released from all liability thereon accruing from and after proper proceedings had therefor, as provided in this chapter."

We are of the opinion that under the provisions of the above quoted section, sureties upon warehousemen bonds may be released in the manner provided in Sections 8337 to and including 8340, Rem. & Bal. Code.

You are advised, however, that the sureties would be liable for defalcation occurring at any time prior to the date of release.

Answering your second inquiry, we are of the opinion that there is nothing which will prevent sureties from contracting to be liable for defalcations of a principal occurring prior to the date of the bond. However, the execution of the latter bond would not release from liability the sureties on the original bond.

You are further advised that the original bond should not be surrendered.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

WAREHOUSE BOND AND LICENSE.

OLYMPIA, WN., August 24, 1916.

We acknowledge receipt of your communication concerning one bond and one license for warehouse operated by one concern at one station.

We have heretofore called your attention to the fact that Section 18 of Chapter 91 of the Laws of 1911 provides that a license shall be procured "for each such warehouse." The same section provides that the license shall be posted in a conspicuous place in the office of each warehouse.

Section 19 of Chapter 91, *supra*, provides that the warehousemen shall annually "during the first week in July, publish by posting in a conspicuous place in his warehouse a schedule of storage rates for the ensuing year * * *"

We have no reason to change our former opinion. The question what may constitute one warehouse is a question of fact which we are not called upon to determine.

Yours respectfully,

SCOTT Z. HENDERSON,
Assistant Attorney General.

FENCING RIGHT OF WAY OF LOGGING ROAD.

OLYMPIA, WN., September 15, 1916.

We have your letter in which you request the opinion of this office upon the following question:

"Is it the duty of a logging road to fence its right of way and if it is the duty of the logging road to fence its right of way, has the Commission the power to compel it to do so, or the right to call upon you to have the law enforced?"

The ultimate answer to your question depends upon the ascertainment of facts, namely, is the logging road a common carrier? If t

ing road referred to is a private road, your Commission would have jurisdiction in the matter. On the other hand, if the logging road is a common carrier, as provided in Sections 7106 to 7109, Rem. & Bal. Code, inclusive, the answer to your question is found in an opinion of this office, under date of July 16, 1912, a copy of which is herewith enclosed.

Yours respectfully,
SCOTT Z. HENDERSON,
Assistant Attorney General.

AUTHORITY OF COMMISSION TO REQUIRE RAILROAD COMPANY TO CHANGE NAME OF STATION.

OLYMPIA, WN., October 11, 1916.

I am in receipt of your letter of the 4th inst. in which you state that the residents of Monse post office have complained that the railroad station at that place has been named by the Great Northern Railroad Company as Swansea; and that because of the fact that there is another station named Swansea on that company's lines, there is a serious confusion in the shipment of freight. You ask whether the Commission has power to compel the railroad company to change the name of its station on a proper showing that the duplication of names results in loss or damage to shippers.

In our opinion the Public Service Commission Law confers jurisdiction upon the Commission to order a railroad company to change the name of one of its stations on a proper showing of the necessity therefor. However, I call your attention to the decision of the supreme court in *State ex rel. Spokane etc. Railway Company v. Rail-Commission*, 69 Wash. 523. In that case it was held that the name of a station was not subject to interference by the Commission "except in cases where a name so chosen and used (by the company) materially detracts from the efficiency of the service which the railway company is required to furnish to the public." And further, "the naming of the station by the railway company could not be interfered with by the Commission unless there was shown a public necessity demanding a different name or a different designation than that adopted by the railway company."

In view of the decision of the supreme court above referred to, it is apparent that a considerable showing of damage and inconvenience must be made before the company may be ordered to change the name of a station.

Yours respectfully,
W. V. TANNER,
Attorney General.

REDUCED RATES TO CHURCHES.

OLYMPIA, WN., November 24, 1916.

You have asked whether an electric company may lawfully grant churches free or reduced rates for lighting.

The restrictions against electrical companies furnishing service at less than their schedule rates are contained in Section 29, Chapter 10, Laws 1911 (Rem. Code, Sec. 8626), which, in so far as material thereto, reads as follows:

"No gas company, electrical company or water company shall charge, demand, collect or receive a greater or less or different compensation for any

service rendered or to be rendered than the rates and charges applicable to such service as specified in its schedule filed and in effect at the time, nor shall any such company directly or indirectly refund or remit in any manner or by any device any portion of the rates or charges so specified, or furnish its product at free or reduced rates except to its employees and their families, and its officers, attorneys, and agents; to hospitals, charitable and eleemosynary institutions and persons engaged in charitable and eleemosynary work; * * *

Churches are not specified as one of the excepted classes to which reduced rates may be granted, and if authority to grant them such rates exists, it must be by reason of the fact that they are "charitable or eleemosynary institutions" which are excepted.

The most widely accepted definition of a charity is that of Justice Gray in *Jackson v. Phillips*, 14 Allen (Mass.) 556:

"A charity, in a legal sense, may be more fully defined as a gift, to be applied consistently with existing laws, for the benefit of an indefinite number of persons, either by bringing their minds or hearts under the influence of education or religion, by relieving their bodies from disease, suffering or constraint, by assisting them to establish themselves in life, or by erecting or maintaining public buildings or works or otherwise lessening the burdens of government."

Any institution organized for the purpose of charity, as defined by Justice Gray, would be a charitable institution. In holding that a church was such an institution, the court, in *De Camp v. Dobbins*, 29 N. J. Eq. 36, says:

"The church is an organization all of whose objects are within Mr. Justice Gray's definition of charity, in a legal sense. He defines it to be 'a gift to be applied consistently with existing laws for the benefit of an indefinite number of persons, either by bringing their hearts under the influence of education and religion, by relieving their bodies from disease, suffering or constraint, by assisting them to establish themselves for life or by erecting and maintaining public buildings or works, or otherwise lessening the burdens of government.' * * * A religious purpose is a charitable purpose. *Baker v. Sutton*, 1 Keen 224. And a general purpose of promoting Christian knowledge is a good charitable purpose. *Att'y-Gen. v. Stepney*, 10 Ves. 22."

While this opinion, as well as that of Justice Gray in *Jackson v. Phillips*, *supra*, was given in the interpretation of a statute relating to gifts to churches, we see no reason for a different interpretation of the term when used in a public utility statute. Statutes similar to Section 29 do not seem to have been construed by any court, but the Public Utilities Commission of Maine has held that churches are "charitable and benevolent" institutions within the meaning of the term as used in the utilities act of that state. *In re Rumford Falls Light & Water Co.*, Public Utilities Reports, 1915 A. 616. We are of the opinion that they are charitable institutions within the meaning of that term as used in Section 29, *supra*.

In direct answer to your question you are advised that electrical companies may lawfully grant reduced rates to churches for lighting service.

Yours respectfully,
W. V. TANNER,
Attorney General.

STATUS OF CASES IN COURTS.

THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON.

*the Pacific Telephone & Telegraph Company v. Skagit River Tele-
and Telegraph Company, Public Service Commission et al.* No.
Action to enjoin enforcement of order requiring physical connec-
Order was sustained in action in state court brought to enforce
(Pending from 1915.) Pending in Federal court.

*Alget Sound Traction, Light & Power Company v. Public Service
Commission and W. V. Tanner.* No. 1372. Application for injunction
enjoining the enforcement of an order of the Commission requiring
street car service on that portion of the company's lines known as the
Alki Beach line, the operation of cars on the Alki Point and Faun-
telroy Park lines through the city of Seattle, and that sufficient cars
be furnished on Alki Point and Fauntelroy Park lines to furnish seats
for substantially all persons using same. Enforcement of provision
relating to seats enjoined, in other respects injunction denied. (Pending
from 1915.) Pending on appeal to United States Supreme Court on
denying temporary injunction. Pending in district court for
decision on the merits.

THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF WASHINGTON.

Consumers Ditch Company v. Charles A. Reynolds, et al. No. 508.
Querty. No. 1847. To set aside certain orders of the Commission
relating to the valuation of the company's property and the water rates
and maintenance charges based thereon, and to restrain the Commis-
sion from enforcing said orders, etc. Pending.

IN THE SUPREME COURT.

*State ex rel. Public Service Commission v. Skagit River Telephone
Company, et al.* No. 751. To enforce order of Commission requiring
physical connection of telephone lines. Appeal by Commission from
judgment of dismissal entered in superior court of Thurston county.
(Pending from 1915.) Judgment affirmed. Petition for rehearing
denied. Reargued before supreme court and judgment rendered re-
versing judgment of superior court and affirming order of Commission.

*State ex rel. Public Service Commission v. Spokane & Inland Em-
ailroad Company.* No. 896. Appeal from judgment of superior
court of Spokane county granting writ of mandamus to compel de-
partment to file with the Commission a schedule of rates for furnishing

and selling of electric power for commercial purposes. (Pending from 1915.) Lower court reversed. Pending on petition for rehearing.

Raymond Lumber Company v. Raymond Light & Water Company and Raymond Water Company; Public Service Commission, Intervenor. No. 1490. Judgment of superior court of King county in favor of plaintiff, setting aside order of Commission demanding termination of discriminating contract, reversed by supreme court and case dismissed. (Pending from 1915.) Pending on appeal to United States Supreme Court.

State ex rel. Chicago, Milwaukee & St. Paul Railway Company v. Public Service Commission, et al., Schlaefer. Superior court Thurston county No. 5890. No. 1522. To review order of Commission requiring certain demurrage charges to be refunded to Schlaefer. (Pending from 1915.) Order of Commission sustained by superior court. Case appealed to supreme court. Submitted.

State ex rel. Puget Sound & Willapa Harbor Railway Company v. Northern Pacific Railway Company and Public Service Commission. Superior court of Lewis county No. 6428. No. 1721. To review order of Commission with reference to Milwaukee crossings, providing that relator should pay entire cost of interlocking device used. Order sustained. Appealed to supreme court and submitted.

Puget Sound Traction, Light & Power Company v. Public Service Commission. Superior court of Thurston county No. 6181. No. 1722. To review order of Public Service Commission in case of R. Cooper Willis and Washington Park Improvement Club, No. 1627. Order of Commission sustained. Pending on appeal to supreme court.

State ex rel. Northern Pacific Railway Company, Oregon-Washington Railway & Navigation Company and Camas Prairie Railroad Company v. Public Service Commission. Superior court Thurston county No. 6206. No. 1738. To review order of Commission relative to mileage in transit rate charged at Prosser. Findings and order of Commission affirmed. Pending on appeal to supreme court.

State ex rel. Puget Sound Traction, Light & Power Company v. Public Service Commission, et al. No. 708. Appeal from judgment of Thurston county superior court, reversing order of Commission requiring company to sell four-cent street car tickets on its cars and at stations. (Pending from 1915.) Pending on appeal.

IN THE SUPERIOR COURTS OF WASHINGTON.

State ex rel. Everett Railway, Light & Water Company and Puget Sound International Railway & Power Company v. Public Service Commission, et al. Superior court of Whatcom county, No. —. No. 3. Writ of review of Commission's findings sued out and return made. (Pending from 1915.) Pending.

State ex rel. Spokane Falls Gas Light Company and Spokane Gas & Fuel Company v. Public Service Commission. Superior court of Spokane county No. —. No. 569. To review order and findings of Commission. (Pending from 1915.) Indefinitely postponed.

State ex rel. Malaga Land Company v. Public Service Commission. Superior court of Thurston county No. 5570. No. 962. Appeal from order requiring the relator to do certain things in connection with its irrigation system. (Pending from 1915.) Pending.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Supreme court Yakima county No. 9818. No. 1262. To review order of Commission determining the valuation of the Pacific Power & Light Company. (Pending from 1915.) Pending.

State ex rel. Willis & Washington Park Improvement Club v. Public Service Commission and Puget Sound Traction, Light & Power Company. Superior court Thurston county No. 5706. No. 1203. To review order of Commission. (Pending from 1915.) Dismissed by agreement and rehearing granted by Commission. Order entered directing operating through cars from 23d avenue down Madison street. Reviewed in superior court of Thurston county. Commission sustained. Pending on appeal to supreme court.

State ex rel. Everett Gas Company v. Public Service Commission. Superior court Thurston county No. 5829. No. 1340. Application for suspension of order of Commission fixing rate to be charged by the company in the city of Snohomish. (Pending from 1915.) Reversed; no appeal.

State ex rel. Richmond Beach Telephone & Power Company v. Public Service Commission. Superior court of Thurston county No. —. No. 1523. Review of order of Commission re-establishing rates. (Pending from 1915.) Pending.

Key City Light & Power Company v. Public Service Commission. Superior court of Jefferson county No. 2896. No. 1614. To review order of Commission fixing valuation. (Pending from 1915.) Pending on stipulation for change of venue to Thurston county.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Superior court of Thurston county No. 6177. No. 1720. To review order of Commission relating to rates charged for power. Order remanded to Commission for further consideration by request of Commission.

State ex rel. Tanner, Attorney General, v. Liberty Bay Transportation Company. Superior court of Kitsap county No. —. No. 1819. Prosecution for violation of tariffs filed with Commission, by providing free transportation. Penalty \$500. Pending.

Puget Sound International Railway & Power Company v. Public Service Commission. Superior court of Thurston county No. 6292. No. 1839. To review order of Commission reducing lighting rates of company. Tried and submitted. Remanded to Commission by request of Commission.

State ex rel. Consumers Ditch Company v. Public Service Commission. Superior court of Benton county No. 2181. No. 1848. To set aside certain orders of the Commission fixing the valuation of the company's property and water rates and maintenance charges based thereon, and to restrain the Commission from enforcing said orders, etc. Pending.

State ex rel. Consumers Ditch Company v. Public Service Commission. Superior court of Thurston county No. 6304. No. 1864. To set aside certain orders of the Commission fixing the valuation of the company's property and the water rates and maintenance charges based thereon, and to restrain the Commission from enforcing said orders, etc. Pending.

State ex rel. F. B. Hayford et ux. v. Public Service Commission. Superior court Spokane county No. 51432. No. 1867. To review order of Commission vacating certain grade crossings of the Great Northern Railway Company on the Euclid road. Judgment rendered for state.

State ex rel. Kingston Transportation Company v. Public Service Commission. Superior court Thurston county No. 6362. No. 1900. To review reasonableness and lawfulness of order of Commission. Dismissed.

State ex rel. Chicago, Milwaukee & St. Paul Railway Company, Northern Pacific Railway Company, Great Northern Railway Company, Oregon-Washington Railroad & Navigation Company and Spokane, Portland & Seattle Railway Company v. The Public Service Commission, ex rel. the Seattle Chamber of Commerce. Superior court Thurston county No. 6066. No. 1616. To review order of Commission discounting diverting charge. (Pending from 1915.) Order of Commission adjudged unreasonable and contrary to law, and case remanded to Commission for further consideration.

State ex rel. Spokane, Portland & Seattle Railway Company v. Public Service Commission, et al. Superior court Thurston county No. 6015. No. 1595. Review of order of Commission requiring railway to furnish compartments or drawing room Pullman cars upon payment of regular charge therefor and presentation of one adult ticket. (Pending from 1915.) Reversed.

PUBLIC SERVICE COMPANIES REPORTING TO COMMISSION.

Herewith are presented a list of all public service utilities operating in the State of Washington which have filed tariffs with the Commission:

GAS COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
Arn Gas Co.....	Auburn	Auburn
al Washington Gas Co.....	Wenatchee	Wenatchee
tt Gas Co.....	Everett, Monroe, Suohomish	Everett
City Light & Power Co.....	Port Townsend.....	Port Townsend
Pacific Public Service Co...	Aberdeen, Centralia, Chehalis, Hoquiam.....	Tacoma Bldg, Tacoma
olia Gas Co.....	Olympia	Olympia
c Power & Light Co.....	Clarkston, North Yakima, Walla Walla, Vancouver...	Portland
Sound Traction Light & ver Co.	Bellingham	Seattle
le Lighting Co.....	Seattle	Seattle
ne Falls Gas Light Co.....	Spokane	Spokane
na Gas Co.....	Tacoma, Ruston, Puyallup	Tacoma

IRRIGATION COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
la Orchards Co.....	Arcadia	Deer Park
a Land Co.....	Attalia	Spokane
port Water Co.....	Bridgeport	Bridgeport
nk Company	Burbank	Burbank
ston Irrigation Co.....	Clarkston	Clarkston
erland Co-Operative Water	Cloverland	Cloverland
mers Ditch Co.....	Hanford	Hanford
and Irrigation Co.....	Kettle Falls.....	Kettle Falls
Rapids Irrigation Co..	Benton County..	Hoge Bldg., Seattle
on Water Co.....	Bridgeport	Bridgeport
Canal Co.....	Cashmere	Cashmere
e Falls Canal & Land Co....	Kettle Falls.....	Kettle Falls
e River Power & Irriga- a Co.	Boys	Boys
Benton Land & Water Co....	Benton City	206-207 Arcade Annex, Seattle

NAME.	LOCATION.	BUSINESS ADDRESS.
Kiona Development Co.....	Kiona	...206-207 Arcade Annex, Seat
Loon Lake Irrigation Co.....	Stevens County	Spokane
Newman Lake Canal Co.....	Spokane	Realty Bldg., Spok
North Pacific Irrigation Co....	Kennewick	Kennew
Pasco Reclamation Co.....	Pasco	Pa
Pleasant Valley Irrigation & Power Co.	Okanogan	Okanog
Sequim Prairie Ditch Co.....	Sequim	Sequ
Snow Creek Water Co.....	Leavenworth	Leavenwo
Stratford Irrigation Co.....	Adrian, Soap Lake, Stratford	Soap La
Touchet Irrigation & Improve- ment Co.	Touchet	Touc
Walla Walla Irrigation Co.....	Walla Walla	Walla Wa
Washington Development Co.....	Palouse Falls	Palouse Fa
Wenatchee Canal Co.....	Wenatchee	Wenatch
Wenatchee Park Land & Irriga- tion Co.	Wenatchee	Wenatch
Whitestone Irrigation & Power Company	Loomis	Loom
Yelm Irrigation Co.....	Yelm	Ye

WATER COMPANIES.

NAME.	LOCATION	BUSINESS ADDRESS.
Annapolis Water Co.....	Annapolis	Port Orch
Attalla Land Co.....	Attalla	Spokane
Baker River Power, Light & Water Co.	Concrete	Concr
Beaux Arts Society.....	Mercer Island	.....1024 Alaska Bldg., Seat
Bisson & Hodder.....	South Prairie	South Pra
Black Rock Power & Irrigation Company	Hanford	Hanf
Blaine Water Co.....	Blaine	Blai
Bossburg Water System.....	Bossburg	Bossb
Bridgeport Development Co.....	Bridgeport	Bridgep
Burbank Company	Burbank	Burba
Camas Water Co.....	Camas	Can
Carson Water Co.....	Carson	Car
Carter, L. B.....	Friday Harbor	Friday Har
Castle Rock Water Co.....	Castle Rock	Castle R
Chelan Electric Co.....	Chelan	Che
Chinook Water Works.....	Chinook	Chino
City Water Works.....	Hatton	Hat

NAME.	LOCATION.	BUSINESS ADDRESS.
City Water Works.....	Northport	Northport
Clarkston Irrigation Co.....	Clarkston	Clarkston
College Place Water Works.....	College Place	College Place
Cosmopolis Water Co.....	Cosmopolis	Cosmopolis
Coulee City Water Works.....	Coulee City	
	Spokane & Eastern Trust Co.	
	.....	Spokane
Country Homes Development Co....	Spokane	
	...Old Nat'l Bank Bldg.,	Spokane
Curlew Mining Co.....	Republic	Republic
Curlew Water Co.....	Curlew	Curlew
Durham Co., L. R.....	West Seattle	R. F. D. No. 4, Seattle
Duvall Light & Water Co.....	Duvall	Duvall
East Spokane Water Co.....	Spokane	28 So. Haven St., Spokane
Edmonds Spring Water Co.....	Edmonds	Edmonds
Ellensburg Gas & Water Co.....	Ellensburg	Ellensburg
Ellisport Water Co.....	Ellisport	Ellisport
Enumclaw Water & Light Co.....	Enumclaw	Enumclaw
Everson Water Works.....	Everson	Everson
Fairhaven City Water & Power		
Company	So. Bellingham	So. Bellingham
Florida Land Co.....	Beverly Park	Everett
Garrison-Fisher Co.	Bremerton,	
	Charleston...	Colman Bulg., Seattle
Georgetown Water Co.....	Georgetown	
	.....	310 Burke Bldg., Seattle
Gilman Water Co.....	Issaquah	Issaquah
Goldbar Light & Water Co.....	Goldbar	Goldbar
Gover, F. P.....	Ephrata	Ephrata
Harman, I. G.....	Orting	Orting
Holman, Fred V.....	North Beach	
	Chamber of Commerce Bldg.,	
	.....	Portland, Ore.
Home Water & Ice Co.....	Mount Vernon	Mount Vernon
Hoquiam Water Co.....	Hoquiam	Hoquiam
Hutchinson Irrigation & Land		
Company	Spokane	224 Realty Bldg., Spokane
Illwaco Water Works.....	Illwaco	
	.....	1011 Yeon Bldg., Portland, Ore.
Index Water Co.....	Index	310 Alaska Bldg., Seattle
Ione Water & Light Co.....	Ione	Ione
Kapowsin Water System.....	Kapowsin	Kapowsin
Kelso Water Co.....	Kelso	Kelso
Kingston Power & Water Co.....	Kingston	Kingston
La Conner Water Co.....	La Conner	La Conner

NAME.	LOCATION.	BUSINESS ADDRESS.
La Crosse Water Works.....	La Crosse.....	La Crosse
Lake Forest Light, Water & Power Co.	Lake Forest Park	New York Bldg., Sea
Liberty Lake Company.....	Liberty Lake	Spokane
Little Falls Water Co.....	Vader	Vader
Lyle Company, The.....	Lyle	Lyle
Malden Water Works Co.....	Malden....	P. O. Box 1602, Spokane
Manette Water Works... ..	Manette	Manette
Maple Co-Operative Water Co....	College Place.....	College Place
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Maury Water Works Co.....	Maury Island	Portland
Meerscheldt, A.	Mercer Island	324 Central Bldg., Seattle
Metaline Falls Light & Water Company	Metaline Falls.....	Metaline Falls
Monroe Water Co.....	Monroe....	511 Bailey Bldg., Seattle
Mountain Springs Water Co.....	Seaview	314 Chamber of Commerce, Portland, Ore.
Narrows Land Co.... ..	Regents Park	Tacoma
Neppel Townsite Co.....	Neppel	Neppel
Newport Water Co.....	Newport	Newport
North Bend Light, Heat, Water & Power Co.....	North Bend.....	North Bend
North Coast Power Co.....	Chehalis, Vancouver	Portland
North Pacific Public Service Co....	Port Angeles	Tacoma Bldg., Tacoma
Northern Pacific Irrigation Co.....	Kennewick	Kennewick
Northwest Electric & Water Works	Tenino, South Bend, Montesano	Montesano
Old Town Water Works.....	Tacoma	Tacoma
Orchard Water Co.....	Kalama	Kalama
Orient Water & Electric Co.....	Orient	Orient
Orting Light & Water Co.....	Orting	Orting
Pacific Power & Light Co... ..	Kennewick, Prosser, North Yakima, Pasco	Portland
Panhandle Investment Co.....	Usk	Usk
Pe Ell Water System.....	Pe Ell.....	Pe Ell
Peoples Water Co.....	Zillah	Zillah
Pinecroft Orchard Co.....	Opportunity	Opportunity
Riverton Water Co.....	Riverton	Box 56, R. F. D. No. 5, Seattle
Robbins Water System.....	Riverton	Riverton
Rosalia Water Co.....	Rosalia	Rosalia

NAME.	LOCATION.	BUSINESS ADDRESS.
er Bros., Inc.....	Marysville	Everett
ma Beach Improvement Co...	Three Tree Point	
	.....Alaska Bldg., Seattle	
e, Henry C.....	Auburn.....	R. F. D. No. 2, Tacoma
t Improvement Co.....	Burlington, Sedro	
	Woolley	Sedro Woolley
gdale Improvement Co.....	Springdale	Springdale
ghill Water Co.....	Bothell	Bothell
wood Water Co.....	Stanwood	Stanwood
nson Water & Improvement		
pany	Stevenson	Stevenson
s Water Co.....	Sumas	Sumas
na Land & Improvement Co..	Interlaaken	
	.....104 So. 9th Ave., Tacoma	
na Water Supply Co.....	Tacoma	Tacoma
as & Colburn Water Co....	White Salmon.....	White Salmon
o Water Co.....	Toledo	Toledo
Water Works.....	Tolt	Tolt
water Power & Water Co....	Tumwater	Tumwater
ington Coast Utilities.....	Arlington	Arlington
ington Power, Light &		
ter Co.	Anacortes	Anacortes
oughal Water Co.....	Washougal	Washougal
tucna Water System.....	Washtucna	Washtucna
, F. F.....	Rolling Bay	
	.....1703 Hoge Bldg., Seattle	
ern Springs Water Co.....	Stellacoom	Stellacoom
Seattle Land & Improve-		
nt Co.	West Seattle..	881 Alki Ave., Seattle
e Salmon Water Co.....	White Salmon.....	White Salmon
eson Light & Water Co.....	Wilkeson	Wilkeson
ock Water Co.....	Winlock	Winlock
row Improvement Co.....	Withrow	Withrow
llawn Park Water Co.....	Spokane	Spokane

ELECTRIC COMPANIES.

NAME.	LOCATION.	BUSINESS ADDRESS.
ia Land Co.....	Attalia....	P. O. Box 2170, Spokane
r River Power, Light &		
ter Co.....	Concrete	Concrete
x Rock Power & Irrigation		
pany	Hanford	Hanford
ank Company, The.....	Burbank	Burbank
ral Light & Mfg. Co.....	Pe Ell.....	Pe Ell
an Electric Co.....	Chelan	Chelan
ey Light & Power Co.....	Cheney	Cheney

NAME.	LOCATION.	BUSINESS ADDRESS.
Chinook Light & Power Co.....	Chinook	Chinook
Duvall Light & Water Co.....	Duvall	Duvall
Edmonds Electric Light & Power Co.....	Edmonds	Edmonds
Enloe Electric Co.....	Fairfield, Malden, Medical Lake, Rosalia, Waverly....	Spokane
Everett Gas Co.....	Everett, Monroe, Snohomish	Everett
Everett Railway, Light & Water Co.	Everett	Everett
Goldbar Light & Water Co.....	Goldbar	Goldbar
Granite Falls Electric Co.....	Granite Falls.....	Granite Falls
Grant County Power Co.....	Wilson Creek.....	Wilson Creek
Grays Harbor Railway & Light Co.	Aberdeen, Cosmopolis, Hoquiam	Aberdeen
Greenacres Light & Power Co.....	Greenacres	Greenacres
Hunters Electrical Co.....	Hunters	Hunters
Idaho-Washington Light & Power Co.	Colton, Palouse, Farmington, Pullman, Garfield, Tekoa, Oakesdale, Uniontown	Spokane
Independent Electric Co.....	Castle Rock, Little Falls, Napavine, Vader, Toledo, Winlock, Woodland	Portland
Index-Galena Co.	Index	Index
Ione Water & Light Co.....	Ione	P. O. Box 2170, Spokane
Island Electric Works..	Coupeville	Coupeville
Key City Light & Power Co.....	Port Townsend.....	Port Townsend
Kulzer Electric Light & Power System	Gray, Kulzer, Springdale, Valley	Valley
La Conner Electric Light Co....	La Conner.....	La Conner
La Crosse Electric Light & Power Co.	La Crosse.....	La Crosse
Lewis County Light & Tel. Co.	Morton	Morton
Lewiston-Clarkston Improvement Co.	Asotin, Clarkston, Lewiston	Clarkston
Little Spokane Light & Power Co.	Milan, Deer Park, Chattaroy	Deer Park
Marcus Light & Water Co..	Marcus	Hillsboro, C.....

NAME.	LOCATION.	BUSINESS ADDRESS.
Metaline Falls Light & Water Co.	Metaline Falls.....	Metaline Falls
Neppel Townsite Co.....	Neppel	Neppel
Northern Clarke County Light & Power Co.	Yacolt	Yacolt
Northern Idaho & Montana Power Co., Ltd.	Newport.....	Sand Point, Idaho
North Coast Power Co.....	Adna, Bucoda, Centralia, Chehalis, Kalama, Kelso, Littell, Meskill, Tenino....	Portland
North Pacific Public Service Co....	Bremerton, Charleston, Manette, Port Orchard, Bainbridge Island Points.....	Tacoma Bldg., Tacoma
North Shore Light & Power Co....	Ilwaco, Long Beach.....	Ilwaco
Norwestern Electric Co.....	Camas, Washougal...	Portland, Ore.
Northwest Electric & Water Works	Elma, Montesano.....	Montesano
Northwestern Power & Mfg. Co....	Port Angeles.....	Port Angeles
Oakville Light & Power Co.....	Oakville	Oakville
Okanogan Valley Power Co.....	Brewster, Bridgeport, Mansfield, Okanogan, Omak, Oroville, Pateros, Riverside	Spokane
Olympia Light & Power Co.....	Olympia	Olympia
Pacific Northwest Traction Co....	Burlington, Hamilton, Lyman, Mount Vernon, Sedro Woolley	Bellingham
Pacific Power & Light Co.....	Benton City, Beverly, Centerville, Dayton, Dixie, Goldendale, Grand Dalles, Grandview, Granger, Huntsville, Husum, Kennewick, Kiona, Mabton, Moxee, Naches, North Yakima, Pasco, Pomeroy, Wapato, Prescott, Prosser, Richland, Selah, Sunnyside, Toppenish, Waitsburg, Walla Walla, Wallula, White Bluffs, White Salmon, Zillah	Portland
Pehrson Bros. Mill Co.....	Ferndale	Ferndale
Portland Railway, Light & Power Co.....	Vancouver	Portland
Poulsbo Light & Power Co.....	Poulsbo	Poulsbo

NAME.	LOCATION.	BUSINESS ADDRESS.
Puget Sound Electric Co.....	Auburn, Kent	Seattle
Puget Sound Traction, Light & Power Co.	Alderton, Allentown, American Lake, Auburn, Bellevue, Bellingham, Bothell, Buckley, Burnett, Carbonado, Christopher, Dieringer, Duwamish, Earlington, Enumclaw, Everett, Elbe, Foster, Geneva, Glacier, Hollywood, Houghton, Hunt's Point, Issaquah, Juanita, Kapowsin, Kirkland, Lake Forest Park, Lynden, Maple Falls, McMillan, Medina, North Bend, North Park, O'Brien, Orillia, Orting, Puyallup, Redmond, Renton, Richmond, Richmond Beach, Richmond Highlands, Riverton, Ronald, Ruston, Seattle, Snoqualmie, South Prairie, Sumner, Sunnydale, Tacoma, Thomas, Three Tree Point, Tolt, Wayne, Wilkeson, Willows	Seattle
Operating the following companies: Pacific Northwest Traction Co., Puget Sound Electric Co., Everett Railway, Light & Water Co., Tacoma Railway & Power Co.		
Rainier Heat & Power Co.....	Seattle...612 Central Bldg.,	Seattle
Republic Light & Power Co.....	Republic	Republic
Ridgefield Light & Power Co.....	Ridgefield	Ridgefield
Sequim Light & Power Co.....	Sequim	Sequim
Shelton Electric Co.....	Shelton	Shelton
Skamania Light & Power Co....	Stevenson, Carson	Stevenson
Spokane County Electric Co.....	Rockford	Rockford
Stanwood Light & Power Co.....	Stanwood	Stanwood
Starbuck Electric Co.....	Starbuck	Starbuck
Stevens County Power & Light Co.	Colville	Colville
Sumas Electric Light Co....	Sumas	Sumas
Tacoma Railway & Power Co.....	Tacoma, Ruston, Puyallup	Tacoma
Tonasket Flour Mills.....	Tonasket	Tonasket
Tumwater Light & Water Co....	Leavenworth	Leavenworth
Twisp Light & Power Co.....	Twisp	Twisp
Vashon Light & Power Co.	Ellisport	Seattle
	...1811 L. C. Smith Bldg.,	Seattle

NAME.	LOCATION.	BUSINESS ADDRESS.
Alkiakum Light Co.....	Cathlamet	Cathlamet
Bellingham Coast Utilities.....	Arlington	Arlington
Bellingham Power, Light & Water Co.	Anacortes	Anacortes
Bellingham Water Power Co.....	Almira, Belmont, Colfax, Creston, Davenport, Diamond, Elberton, Endicott, Harrington, Hartline, Latah, Lind, Odessa, Reardan, Ritzville, Spangle, Spokane, Sprague, St. John, Wilbur	Spokane
Bathucna Electric Co.....	Washtucna	Washtucna
Wenatchee Valley Gas & Electric Co.	Cashmere, Dryden, Entiat, Monitor, Orondo, Waterville, Wenatchee	Wenatchee
Central Light & Power Co.....	Camas, Washougal.....	Washougal
Edby Electric Co.....	Langley	Langley
Elkton Light & Water Co.....	Wilkeson	Wilkeson
Empire Electric Co.....	Raymond, South Bend....	Raymond
Empire Power Co.....	South Bend.....	South Bend
Emmett Bros.	Addy	Colville

TELEPHONE COMPANIES.

NAME.	ADDRESS.
Alkiakum Telephone & Telegraph Co.....	Port Angeles
Asotin Telephone Co.	Asotin
Attalla Telephone Co.	Attalla
Prosser Independent Telephone Co.....	Prosser
Georgetown Telephone Exchange of Toledo, The Geo. W.....	Toledo
McClellan Creek Columbia Telephone Co.	Addy
McClellan Creek Farmers Telephone Association.....	Chewelah
Brewster Telephone Exchange.....	Brewster
Bridgeport Telephone Exchange.....	Bridgeport
Colville, Audley	Ashford
Washougal Telephone & Telegraph Co.....	Washougal
Wenatchee Prairie Telephone Co.	Glenwood
North Bend Telephone Co.	North Bend
Roslyn Telephone Co.	Roslyn
Silver Lake & St. Helens Telephone Co.....	Silver Lake
Turkey Canyon Telephone Co.	Turkey
Stanwood Telephone Co.	Stanwood
Centerville Telephone Co.	Centerville

NAME.	ADDRESS.
Chehalis Boistfort Telephone Co.	Chehalis
Chelan Valley Telephone & Telegraph Co.....	Chelan
Chewelah Telephone Co.	Chewelah
Citizens Independent Telephone Co.	Port Townsend
Citizens Telephone Co.	Columbia Station, Sea
Cloverland-Anotin Telephone Co.	Cloverland
Cohasset Beach Telephone Co.	Aberdeen
Columbia Telephone Co.	Alderbrook
Connell-Kahlotus Telephone Co.	Connell
Connell Land & Improvement Co.	Connell
Cowiche Telephone Co.	Cowiche
Creston Telephone Co.	Creston
Davenport Independent Telephone Co.	Davenport
Dryad Home Telephone Co.	Dryad
East Okanogan Farmers Telephone Co.	Chelan
Echo Valley & Colville Telephone Co.	Colville
Edmonds Independent Telephone Co.	Edmonds
Ellensburg Telephone Co.	Ellensburg
Elma Telephone Co.	Elma
Entiat Telephone & Telegraph Co.	Entiat
Fall City Telephone Co.	Fall City
Farm & City Telephone Co.	Davenport
Farmers Independent Telephone Co.	Waterville
Farmers Independent Telephone Association	Tolmie
Farmers Mutual Telephone Co.	Lynn
Farmers Telephone Co. of Pe Ell	Pe Ell
Farmers Telephone Co.	Onawa
Farmers Telephone & Telegraph Co.	Wenatchee
Florence-Ray Lumber, Land & Development Co.	Inland
Furness, Amos	Buckley
Granger Telephone & Telegraph Co.	Kelso
Grant County Telephone Co.	Quincy
Harman, I. G.	Orting
Harstine Telephone Co.	Archie
Hettrick, J.	Yakima
Hicksville-Wheeler Telephone Co.	Wheeler
Home Telephone Co.	Castle Rock
Home Telephone Co.	Silver Creek
Home Telephone Co.	Spokane
Hotes, Fred J.	Albion
Ilwaco Telephone & Telegraph Co.	Ilwaco
Inland Co-Operative Association	Pullman
Inter-Farmers Telephone Co.	Leavenworth
Inter-Island Telephone Co.....	Friday Harbor
International Telephone Co.	Bellingham
Interstate Utilities Co.	Spokane

NAME.	ADDRESS.
and Empire Telephone & Telegraph Co.	Tacoma
ama Local Telephone Exchange	Kalama
owsin Telephone Co.	Kapowsin
er & San Poil Telephone & Telegraph Co.....	Keller
enewick Valley Telephone Co.	Kennewick
le Falls & Daisy Telephone Co.	Kettle Falls
pp Telephone Co.	Krupp
ey-Chambers Prairie Mutual Telephone Co., R. F. D. No. 2, Olympia	
Crosse Telephone Co., Ltd.	La Crosse
e Washington Telephone Co.	Kirkland
ria County Light & Telephone Co.	Morton
ria River Independent Telephone Co.	Woodland
erty Lake Telephone Co.	Liberty Lake
le Kentucky Rural Telephone Co.	Toledo
e Telephone Co.	Lyle
le Falls Telephone Co.	Maple Falls
cus & Kettle Valley Telephone Co.	Marcus
ryhill Improvement Co.	Maryhill
hell Telephone Co.	Eatonville
leary Timber Co., Henry	McCleary
Coy, L. B.	Port Gamble
ical Lake Telephone Co.	Medical Lake
nehaha Co-Operative Telephone Co.	Vancouver
tesano Telephone Co.	Montesano
untain Line Co.	Cape Horn
ual Telephone Co.	Mesa
hes Telephone Co.	Naches
el Telephone System	Neppel
el Farmers Telephone Co.	Nasel
e Telephone Co.	Nile
th Basin Telephone Co.	Orin
theastern Telephone Co.	Pomona
thport Deep Creek Telephone Co.	Cummins
th River Telephone Co.	Cosmopolis
th Shore Telephone Co.	Knappton
thwestern Long Distance Telephone Co.	Portland
esdale Telephone Exchange	Oakesdale
nogan Telephone & Telegraph Co.	Okanogan
lla Telephone Co.	Olalla
hards Telephone Co.	Vancouver
gon-Washington Telephone Co.	Hood River, Ore.
look Telephone Co.	Outlook
ific Telephone & Telegraph Co.	Seattle
insula Telephone Co.	Clallam Bay
ples Co-Operative Telephone Co.	Gate
ples Telephone & Power Co.	Tonasket

NAME.	ADDRESS.
Porter Independent Telephone Co.	Porter
Poulsbo Rural Telephone Co.	Poulsbo
Prescott Telephone & Telegraph Co.	Prescott
Puget Sound Telephone Co.	Everett
Puyallup Valley Home Telephone Co.	Puyallup
Quincy Telephone Co.	Quincy
Richland Telephone Co.	Richland
Richmond Beach Telephone & Power Co.	Richmond Beach
Ridgefield, Sara & Vancouver Farmers Tel. Co.	Ridgefield
Rosalia Telephone Co.	Rosalia
Sea Beach Packing Works	Aberdeen
Selah Telephone Co.	Selah
Skagit River Telephone & Telegraph Co.	Concrete
Skagit Valley Telephone Co.	La Conner
Skamania Co-Operative Telephone Association	Stevenson
Sound Telephone & Telegraph Co.	Lake Ba
Southwest Washington Telephone Co.	Yacoma
Spangle Telephone Co.	Spangle
Stemilthill Telephone Co.	Wenatche
St. John Co-Operative Telephone & Telegraph Co.	St. John
Summit Valley Telephone Co.	Addicks
Sunnydale Telephone Co.	R. F. D. No. 3, Seatt
Sunnyside Telephone Co.	Sunnyside
Tampico Telephone Co.	North Yakim
Tekoa Telephone Exchange	Tekoa
Tenino Telephone Exchange	Tenino
Tieton Telephone Co.	North Yakim
Touchet Central Telephone Co.	Touchet
Tualco Telephone Co.	Monro
Tumwater Light & Water Co.	Leavenwort
Underwood Telephone Co.	Underwoo
Uniontown Telephone Co.	Uniontow
Valley Telephone Co.	Valle
Valley Telephone Co.	Goldba
Washington Northern Telephone & Telegraph Co.	Republi
Washougal Home Telephone Co.	Washoug
Washtucna Highline Telephone Co.	Ritzvill
Waverly Telephone Co.	Waverl
Wenas Telephone Co.	Sela
West Crescent Farmers Co-Operative Tel. Co.	Rearda
West Farmers Telephone Line	Lin
West Side Telephone Co.	Twis
Wetterer, A. C.	Marcu
Wheat Ridge Telephone Co.	Wilbu
Whidby Telephone Co.	Langle
White Bluffs & Columbia River Telephone Co.	White Bluff

NAME.	ADDRESS.
Walla Walla Valley Telephone Co.	Walla Walla
Wenatchee Telephone Co.	Wenatchee
Winlock Home Telephone Co.	Winlock
Winona Telephone Co.	Winona
Yakima Telephone Co.	North Yakima
Yakima Valley Telephone Co.	Sunnyside

DOCKS AND WHARFS.

NAME OF DOCK.	COMPANY.
ABERDEEN:	
Aberdeen Dock & Warehouse.....	T. B. Darragh & Co.
Harbor Dock.....	Harbor Dock Co.
ANACORTES:	
Anacortes Lumber & Box Co. Dock..	Anacortes Lumber & Box Co.
City Float (Municipal).....	City of Anacortes
Coast Fish Co. Dock.....	Coast Fish Co.
Commercial Avenue Wharf.....	Island Belt Steamship Co.
Curtis Wharf	Curtis Wharf Co., Inc.
Fidalgo Lumber & Box Co. Dock.....	Fidalgo Lumber & Box Co.
Pacific American Fisheries Dock.....	Pac. Amer. Fish Cannery Co.
ARGYLE:	
Argyle Public Wharf.....	J. O. Bergman
BANGOR:	
Bangor Dock.....	Bangor Dock Co.
BELLINGHAM:	
South Bellingham Dock.....	Bellingham Warehouse Co.
Citizens Dock.....	Citizens Dock Co.
Quackenbush Dock.....	Quackenbush, L. B.
Sebome Wharf	Bellingham & Northern Railway Co.
BLAINE:	
Blaine City Wharf	City of Blaine
Cherry St. Wharf	Blaine Cannery Co., Inc.
BREMERTON:	
Bremerton Municipal Dock.....	City of Bremerton
Hefner's Dock	Hefner, Martin
CAMANO:	
Camano Wharf.....	Porter Garrison
CHARLESTON:	
City Wharf	City of Charleston
CHICO:	
Chico Dock	Chico Dock Co.
CLALLAM BAY:	
Clallam Bay Dock.....	A. Fairservice & Co.

NAME OF DOCK.	COMPANY.
CLINTON:	
Clinton Dock.....	Salisbury Bros., Inc.
COLBY:	
Colby Wharf	M. W. Meeks, Owner
COUPEVILLE:	
Coupeville Wharf	Coupeville Wharf Co.
DEER HARBOR:	
Deer Harbor Dock	Daniel Murray, Owner
DOE BAY:	
Doe Bay Dock.....	W. Townesnd, Secy.
DOLPHIN:	
Community Wharf.....	J. D. Moore, Wharfinger
DUNGENESS:	
Dungeness Wharf.....	C. F. Seal, Mgr.
EAST SOUND:	
East Sound Dock.....	East Sound Mercantile Co.
EDMONDS:	
City Dock.....	City of Edmonds
EGLON:	
Eglon Dock.....	Eglon Dock Co.
ELWOOD:	
Elwood Wharf.....	Edward Drake, Owner
EVERETT:	
City Dock.....	City Dock Co.
Everett Dock	Everett Dock & Warehouse Company
FAIRMONT:	
Fairmont Dock.....	Fairmont Wharf Co.
FAIRVIEW:	
Fairview Dock.....	Fairview Dock & Imp. Ass'n.
FRAGARIA:	
Fragaria Dock.....	Fragaria Dock & Warehouse Company
FRIDAY HARBOR:	
Carter's Dock.....	L. B. Carter, Owner
City Dock	San Jaun Agricultural Co.
GLENDALE:	
Glendale Dock.....	Glendale Improvement Co.
GREENBACK:	
Greenback Wharf.....	The Greenback Co.
HOQUIAM:	
Eighth St. Dock	Soule Tug & Barge Co.

NAME OF DOCK.	COMPANY.
BOSTON:	
Kingston Dock.....	Kingston Wharf Co., Inc.
Newellhurst Wharf	Rose Mae Newell, Owner
CONNER:	
La Conner Dock.....	C. M. Peck, Owner
GLEYS:	
Brown's Point Wharf.....	Jos. F. Brown, Owner
Langley Wharf.....	C. C. Lynch, Mgr.
LOPEZ:	
Lopez Dock	Van Bougart & Johnson, Owners
MANCHESTER:	
Manchester Wharf.....	Manchester Improvement Co.
MANETTE:	
Manette Wharf	Manette Improvement Ass'n
MANITOU BEACH:	
Manitou Beach Dock.....	Manitou Beach Wharf Club
MANZANITA:	
Manzanita Wharf	David Hake, Owner
MARYSVILLE:	
Municipal Dock	City of Marysville
MAXWELTON:	
Maxwelton Wharf.....	Mackie Bros.
PORT VERNON:	
City Dock.....	Skagit River Nav. & Trading Co.
NEAH BAY:	
Neah Bay Dock.....	Neah Bay Dock Co.
NELLITA:	
Nellita Wharf.....	Brueger & Brueger
NORTH HILL BEACH:	
Northilla Beach Dock.....	Norton & Co.
POINT HARBOR:	
Maylor Bros. Wharf.....	J. R. Maylor, Owner
Poinell Point Dock.....	E. B. Stewart, Mgr.
OLALLA:	
Olalla Dock.....	Olalla Wharf Ass'n.
PERCIVAL:	
Percival's Dock.....	J. C. Percival, Mgr.
ORCAS:	
Orcas Dock.....	W. E. Sutherland, Mgr.
PLEASANT BEACH:	
Pleasant Beach Dock.....	A. F. Nichols, Inc.

NAME OF DOCK.	COMPANY.
PORT ANGELES:	
Peoples Wharf.....	Peoples Wharf Co.
Pier No. 1.....	J. O. Morse, Owner
Port Angeles City Dock.....	Port Angeles City Dock Co.
PORT DISCOVERY:	
Gardiner Dock.....	Gardiner Timber & Land Co.
PORT GAMBLE:	
Port Gamble Dock.....	Puget Mill Co.
PORT LUDLOW:	
Port Ludlow Dock.....	Puget Mill Co.
PORT MADISON:	
Port Madison Dock.....	Kitsap County Transportation Co.
PORT ORCHARD:	
Central Dock.....	N. G. Rose, Mgr.
Port Orchard Wharf.....	Wm. Peterson, Mgr.
Veterans' Home.....	W. H. Wiscombe, Supt.
PORT STANLEY:	
Port Stanley Dock.....	Moulton & Browne
PORT TOWNSEND:	
Hillside Wharf.....	Hillside Dock Co.
Standard Oil Co's. Dock.....	Standard Oil Co.
Tyler St. Dock.....	Tyler St. Dock Co.
Union Wharf.....	Union Dock Co.
PORT WILLIAMS:	
Port Williams Dock.....	H. J. Bugge, Owner
POULSBO:	
Municipal Dock.....	City of Poulsbo
QUILCENE:	
Seaton Dock.....	John Seaton, Owner
RICHARDSON:	
Richardson Wharf	Hodgson-Graham Co.
Richardson Wharf	Salmon Bank Canning Co.
ROCHE HARBOR:	
Roche Harbor Dock.....	Tacoma & Roche Harbor Lime Co.
SAN DE FUCA:	
San De Fuca Dock.....	John Armstrong, Mgr.
SEABECK:	
Seabeck Dock.....	A. L. Hotchkiss, Whgr.
SEATTLE:	
Albers Dock	Albers Bros. Milling Co.
Bell St. Wharf.....	Port Commission
Coleman Dock.....	Coleman Dock Co.
G. T. P. Dock.....	Grand Trunk Pacific Dock Co.

NAME OF DOCK.	COMPANY.
TITLE—Continued:	
Hanford St. Wharf	Port Commission
Harbor Island Dock.....	Harbor Island Dock & Whse. Co.
Lander St. Wharf	Port Commission
Lilly's Dock.....	C. H. Lilly Co.
Pan-American Dock.....	Pan-American Dock & Whse. Co.
Salmon Bay Wharf.....	Port Commission
Smith's Cove Oil Dock.....	Jas. Griffiths & Sons
Smith's Cove Terminal.....	Port Commission
Stacy St. Dock.....	Port Commission
Whatcom Ave. Wharf.....	Port Commission
Youngstown Dock.....	Drummond Lighterage Co.
Pier 1	C. P. Ry; N. P. Ry.
Pier 2	Alaska S. S. Co.; N. P. Ry.
Pier 3	Galbraith Dock Co.
Pier 4	Dodwell & Co.
Pier 5	Arlington Dock Co.
Pier 6	C. M. & St. P. Ry.
Pier 7	Schwabacker Dock & Whse. Co.
Pier 8	Pacific Net & Twine Co.
Pier 9	Virginia St. Dock & Warehouse Co.
Pier 10	Virginia St. Dock & Warehouse Co.
Pier 12	Wall St. Dock Co.
Pier 14	Dodwell & Co.
Pier A	Washington St. Dock & Whse. Co.
Pier B	Pacific S. S. Co.
Pier C	Eyers Storage & Whse. Co.
Pier D	Pacific Steamship Co.
W ISLAND:	
Shaw Island Wharf.....	Del Hoffman, Owner
LTON:	
Shelton Dock.....	Shelton Transportation Co.
ERDALE:	
Silverdale Dock.....	Matt Thuesen, Agent
NWOOD:	
Stanwood Dock.....	Skagit River Nav. & Trdg. Co.
ENSON:	
Stevenson Wharf.....	Stevenson Wharf Co.
OMA:	
Commercial Dock.....	Commercial Dock Co.
Eureka Dock.....	Eureka Dock Co.
Municipal Dock	City of Tacoma
Point Defiance Park Dock.....	Metropolitan Park Dist. of Tacoma
CYTON:	
Tracyton Dock.....	Tracyton Dock Association

NAME OF DOCK.	COMPANY.
UNION CITY:	
Union City Dock.....	Union City Dock Co.
WEST SOUND:	
West Sound Dock.....	West Sound Trdg. & Trans. Co.
WHITE SALMON:	
White Salmon.....	White Salmon Wharf Co.
WINSLOW:	
Winslow Dock.....	Winslow Grange & Imp. Co.

RAILROADS (Steam).

NAME OF COMPANY.	PRINCIPAL OFFICE IN STATE.
Bellingham & Northern Ry.....	See C. M. & St. P. Ry. Co.
Blakely Railroad Co.....	Seattle
Blumauer Logging Co.....	Tenino
Camas Prairie Railroad Co.....	See O.-W. R. & N. Co.
Canadian Pacific Railway	Seattle
Centralla Eastern Railway.....	Tacoma
Cherry Valley Railway Co.....	Everett
Chicago, Milwaukee & St. Paul Ry. Co.....	Seattle
Clear Lake Logging Co.....	Clear Lake
Elk Creek & Grays Harbor Railway.....	Doty
Great Northern Railway Co.....	Seattle
Hall & Hall Railway.....	Stanwood
Hartford Eastern Railway.....	Everett
Idaho & Washington Northern R. R. Co.....	See C. M. & St. P. Ry. Co.
Klickitat Northern Railroad Co.....	Klickitat
Little River Ry. & Logging Co.....	Port Angeles
Marysville & Arlington Ry.....	Seattle
Marysville & Northern Railway.....	Ballard
Milwaukee Terminal Railway Co.....	See C. M. & St. P. Ry. Co.
Newaukum Valley Railway	Onalaska
North Bend & Eastern Railway.....	Edgewick
Northern Pacific Railway Co.....	Tacoma
Oregon-Washington R. R. & Nav. Co.....	Portland, Ore.
Oregon Trunk Railway.....	Portland, Ore.
Pacific Coast Railroad Co.....	Seattle
Pacific & Eastern Railway.....	Raymond
Pe Ell & Columbia River Railway	Pe Ell
Peninsular Railway.....	Shelton
Port Townsend & Puget Sound Railway.....	Seattle
Puget Sound & Baker River Railway.....	Everett
Puget Sound & Cascade Railway.....	Clearlake
Seattle, Port Angeles & Western Ry.....	Seattle
Spokane & British Columbia Railway.....	Republic
Spokane International Railway.....	Spokane

NAME OF COMPANY.	PRINCIPAL OFFICE IN STATE.
ane, Portland & Seattle Railway Co.....	Portland, Ore.
Logging Co.....	Globe
ma Eastern Railway.....	See C. M. & St. P. Ry. Co.
ston County Railway.....	Olympia
ington, Idaho & Montana Ry.....	Potlatch, Idaho
ington Western Railway.....	Three Lakes
rville Railway.....	Waterville
atchee Valley & Northern Ry.....	Leavenworth

RAILWAYS (Electric).

NAME OF COMPANY.	ADDRESS.
ett Railway Light & Water Co.....	See P. S. T. L. & P. Co.
s Harbor Railway & Light Co.....	Aberdeen
ston-Clarkston Traction Co.....	Clarkston
l Railway Co.....	Seattle
n Coast Power Co.....	Portland, Ore.
pia Light & Power Co.....	Olympia
ic Northwest Traction Co.....	See P. S. T. L. & P. Co.
ic Traction Co.	See P. S. T. L. & P. Co.
t Sound Electric Railway.....	See P. S. T. L. & P. Co.
t Sound International Ry. & Power Co...	See P. S. T. L. & P. Co.
t Sound Traction, Light & Power Co.....	Seattle
le, Renton & Southern Railway.....	Seattle
ane & Inland Empire Railway.....	Spokane
ma Railway & Power Co.....	See P. S. T. L. & P. Co.
a Walla Valley Railway Co.	Walla Walla
ington Electric Railway.....	Portland, Ore.
ington Water Power Co.....	Spokane
ern Washington Power Co.....	See P. S. T. L. & P. Co.
apa Electric Co.	Raymond
ma Valley Transportation Co.....	North Yakima

EXPRESS COMPANIES.

NAME OF COMPANY.	LINE OPERATING ON.
rican Express Co.	O. W. R. & N. Co.
t Northern Express Co.....	G. N. Ry. Co.
hern Express Co.	N. P. Ry. Co.
s Fargo Express Co.....	C. M. & St. P. Ry. Co.
ern Express Co.....	S. I. Ry.

TELEGRAPH COMPANIES.

NAME OF COMPANY.	PRINCIPAL OFFICE IN STATE.
mental Telegraph Co.	Seattle
ral Telegraph Co.	Seattle
ic Telephone & Telegraph Co.....	Seattle

NAME OF COMPANY.	PRINCIPAL OFFICE IN STATE.
Postal Telegraph-Cable Co.	Seattle
Western Union Telegraph Co.	Seattle
Great Northern Telegraph Co.	St. Paul, Minn.

STEAMBOAT COMPANIES.

NAME.	ADDRESS.
Acord, Fred.	Bridgeport
Ahl, Oscar	Lake Cushman
Alki Point Transportation Co.	Seattle
Allman Hubble Tugboat Co.	Hoquiam
American Tugboat Co.	Everett
Anderson, Fred.	Seattle
Anderson Bros. Towing Co.	La Conner
Anderson Steamboat Co.	Seattle
Angeles Brewing & Malting Co.	Seattle
Bailey, C. A.	912 E. Pike St., Seattle
Bailey Transportation Co.	Seattle
Barbee, I. H.	Anacortes
Bevier, Frank.	Seattle
Berch Anderson Towboat Co.	Seattle
Birmingham Transportation Co.	Seattle
Border Line Transportation Co.	Seattle
Bossburg Ferry	Bossburg
Boyden Towboat Co.	Seattle
Bradford, E. L.	Olympia
Bremerton Ice & Fuel Co.	Bremerton
Brenner Oyster Co., J. J.	Olympia
Brouillet, Ray	614 Joshua Green Bldg, Seattle
Brown, Frank C.	Pasco
Brown, Will H.	Seattle
Brown's Bay Logging Co.	Seattle
Brown's Ferry	Langley
Bryan, J.	Alameda
Buchanan, J. A.	Olympia
Bullock, A. L.	Blaine
Bullock, A. E.	Blaine
Bush, F. P & O. L.	Tacoma
Caldwell Transportation Co.	Aberdeen
Cammon & Larson	Yoman
Camp, B. C.	Kettle Falls
Carr, W. B.	Seattle
Cartmell, H. K.	Everett
Cary-Davis Towing Co.	Seattle
Chehalis Boom Co.	Aberdeen
Chesley Tug & Barge Co.	Seattle
Christensen, Niels	Winslow

NAME.	ADDRESS.
Transfer Co.	Port Townsend
x, Geo. W.	Sylvan
mbia Transportation Co.	Seattle
ter Towboat Co.	South Bend
n, A. E.	Grant
a, B. O.	Langley
, Chas. E.	Pier A, Seattle
y Towboat Co.	Seattle
y Ferry	Daisy
s, Portland & Astoria Nav. Co.	Portland, Ore.
ng, Albert M.	Olympia
s, Addison	Mt. Vernon
van, J. M.	Seattle
an, J. E.	Everett
vell, S. L.	2044 Laurelshade, Seattle
iamond Lighterage Co.	Seattle
ey, W. B.	Islandale
e Harbor Transportation Co.	Winslow
Side Launch Co.	Tacoma
ch, E. A.	Yoman
r, Geo. H.	Long Branch
tt, W. J.	Anacortes
Towboat Co.	South Bend
son & Jacobson	Clearwater
ett Tug & Barge Co.	Everett
, Frederick	Mt. Vernon
en, Fred H.	Cornet
cher, E. L.	Hoh
ster Tugboat Co.	Aberdeen
Launch Co.	Tacoma
er & Egge	Stanwood
k Waterhouse & Co., Inc.	Seattle
land Transportation Co.	Freeland
a, J. R.	Langley
ett, F. S.	Bellingham
am & Butcher	Aberdeen
tt, W. G.	Seattle
s Harbor Tugboat Co.	Hoquiam
s, Clara	Seattle
ath, Thos.	Blaine
s Pass & Wollochet Navigation Co.	Cromwell
, Geo. A.	Olympia
orsen, Albert	Eglon
ilton, J. E.	Anacortes
son, Harry	Bremerton
son, E.	Blaine

NAME.	ADDRESS.
Harkins Transportation Co.	Portland, Ore.
Harley, C. S.	Seattle
Harper Barge & Lighterage Co.	Seattle
Harvey, T. A.	Mt. Vernon
Haskell, J. H.	Harstine Island
Hastings Steamboat Co.	Port Townsend
Hayes, Ed. S.	Bellingham
Hefner, Martin	Bremerton
Helmback, C. T.	Anacortes
Helser, D. R.	Olympia
Hendricksen, Ben	Port Ludlow
Henry, W. M.	Nahcotta
Hoeck, Ole	Ballard
Hoff, J. M.	Stellacoom
Hopper, E. W.	Ballard
Houchen, O. D.	Port Blakely
Howell & Howell	Decatur
Humtulpis Towing Co.	Aberdeen
Husby, Edward	Seattle
Independent Sand & Gravel Co.	Aberdeen
Independent Towing Co.	Colman Dock, Seattle
Inter-Island Navigation Co.	Friday Harbor
Island Belt Steamship Co.	Anacortes
Island Passenger & Express Co.	Friday Harbor
Island Transportation Co.	Seattle
Island Transportation Co.	Bellingham
Iverson, Peter	Poulsbo
Jackson, Andrew	Everett
Jackle, Wm.	Friday Harbor
Jesper, H. N.	Seattle
Johnson Chas. E.	Port Townsend
Johnson, Edward	Seabeck
Johnson, H. R.	Tacoma
Johnson, Marion	Anacortes
Johnson & Nelson Transportation Co.	Oialla
Johnson Towing Co., N. L.	Seattle
Jones, B. L.	Bellingham
Judy Transportation Co.	Seattle
Kasch, W. H.	Anacortes
Kellogg Transportation Co.	Portland, Ore.
Key City Steamship Co.	Port Townsend
King & Wing	Seattle
King County Ferry	Seattle
Kingston Transportation Co.	Seattle
Kitsap County Transportation Co.	Seattle
Lake Chelan Boat Co.	Chelan

NAME.	ADDRESS.
Chelan Transportation Co.	Lakeside
Whatcom Navigation Co.	Bellingham
en, Ed.	Blaine
rence, Oscar	Seattle
mond, Percy	4633 44th Ave., So., Seattle
hl Boat House	Seattle
erty Bay Transportation Co.	Poulsbo
Bros.	Stanwood
co Launch Co.	Seattle
nz Bros.	Rosedale
mi Navigation Co.	Bellingham
ette Transportation Co.	Manette
on First Creek Ferry Association	Manson
esperger, Carl	Sylvan
ey, Capt. R. O.	1736 Alki Ave., Seattle
ilson, S.	Kingston
lmond, Henry	Dungeness
owell, Mathew	Tacoma
herson Bros. Co.	Brewster
chants Transportation Co.	Tacoma
xley, E. R.	Ballard Station, Seattle
aukee Tugboat Co.	Tacoma
aukee Tugboat & Launch Co.	Tacoma
an, Frank J.	Pier 7, Seattle
ie, Eben	Mora
man & Shaw	Bellingham
son, J. Kim	Shelton
abo & Son, H. S.	Poulsbo
ic Towboat Co.	Seattle
y Yard Boat House Co.	Port Orchard
y Yard Route, Inc.	Seattle
on, N. M.	4103 Linden Ave., Seattle
on & Larsen	Everett
els, Arthur	Seabeck
son, Capt. P. A.	Seattle
e, I. M.	Olympia
h Coast Tug Co.	Seattle
hport Ferry	Northport
h Shore Transportation Co.	Deep River
on, C. A.	Anacortes
a Freight Co.	Olalla
Town Boat House Co.	Tacoma
apia & Tacoma Navigation Co.	Tacoma
apic Launch & Towboat Co.	Port Angeles
ic Towboat Co.	Seattle
ic Transportation Co.	Raymond

NAME.	ADDRESS.
Pearl Trading Co.	Port Angeles
Peck Bros. Towing Co.	Everett
Peoples Navigation Co.	The Dalles, Ore.
Peoples Transportation Co.	La Center
Perry, Wiley F.	Anacortes
Peterson, P. W.	Allyn
Pioneer Sand & Gravel Co.	Seattle
Pitman & Douglas	Bellingham
Port Blakely Transportation Co.	Port Blakely
Port of Seattle	Seattle
Puget Sound & Baker River Ry. & Boat Line	Everett
Puget Sound Navigation Co.	Seattle
Puget Sound Tugboat Co.	Seattle
Ralson, F.	Allyn
Reeves, A. V.	South Bend
Reeves, S. M.	South Bend
Rickaby, Harry	Anacortes
Reiners & Minor	Lake Bay
Rice, J. B.	Seabeck
River Transportation Co.	South Bend
Rose, P. S.	Port Blakely
Rouse Launch & Towing Co.	Seattle
Rowe, W. M.	Ferndale
San Juan Canning Co.	Friday Harbor
Shaw, R. J.	Orcas
Shelton Transportation Co.	Shelton
Shively, Otis L.	Seattle
Simonsen & Son, L.	Blaine
Sixth Avenue Boat House	Tetlow Beach
Skagit Navigation Co.	Stanwood
Skagit River Navigation & Trading Co.	Seattle
Skinner Car Ferry Co.	Seattle
Sneider, E. G.	Hoquiam
Sol Duc Hot Springs Co.	Seattle
Soule Tug & Barge Co.	Hoquiam
Spansall, J. J.	Olympia
Sparling, Geo. W.	Hoquiam
Spencer, Arthur H.	City Dock, Everett
Spoon, Henry	Aberdeen
Standard Towboat Co.	Raymond
Stanley, James	Tacoma
Star Steamship Co.	Seattle
Stevens, W. W.	4315 West Atlantic St., Seattle
Still Harbor & Tacoma S. S. Co.	Tacoma
Storr, B. E.	Port Angeles
Tacoma & Burton Navigation Co.	Tacoma

NAME.	ADDRESS.
oma Tug & Barge Co.	Tacoma
oma Tugboat Co.	Tacoma
lor, J. A.	Anacortes
lor, E. B.	New Kamlche
mpson, Harry D.	Hoquiam
esen, Mads	Silverdale
rber, Fred W.	Hoquiam
aksen, M. E.	Seattle
pkins, H. E.	Bremerton
boat Owners Association	Seattle
fton, W. G.	Anacortes
nsit Towboat Co.	South Bend
goning Boat Co.	Ballard
ker, O. R.	Tacoma
on Boat House	Port Townsend
er Columbia Steamship Co.	Bridgeport
Slyke, L. H.	Beverly
hon Island Freighting Co.	Olalla
hon Navigation Co.	Dockton
elbaum & Olsen	Tacoma
ans, B. H.	Everett
re, A. H.	Seattle
lula Gap Ferry	Wallula
ton, Albert W.	Seabeck
hington Route	Galbraith Dock, Seattle
hington Gas Boat Association	Seattle
hington Tug & Barge Co.	Seattle
t Pass Transportation Co.	Lisabuela
er, J. C.	Tacoma
t Side Barge Co.	Seattle
tern Transportation & Towing Co.	Portland, Ore.
ton, A. J.	Olympia
ddy Island Sand & Gravel Co.	Bellingham
k, H. O.	Seattle
se, M. F.	726 Elmgrove St., Seattle
apa Transportation Co.	South Bend
son Navigation Co.	Aberdeen
hkah Boom Co.	Aberdeen
od, Chas. A.	Anacortes
mans Boom Co.	Pe Ell

APPROPRIATIONS RECOMMENDED.

The following appropriations are recommended for the regular work of the Commission covering the biennium beginning April 1, 1917.

GENERAL SALARIES AND WAGES

Three commissioners	\$30,000 00
One rate expert	6,000 00
One assistant rate expert	3,000 00
One tariff clerk	2,400 00
One tariff stenographer	2,400 00
One secretary	4,000 00
One reporter	3,600 00
One accountant	3,600 00
One chief engineer	7,200 00
One inspector safety appliances	6,000 00
One assistant inspector safety appliances	4,800 00
Extra engineers, accountants, inspectors, experts, witnesses, stenographers, clerks, etc.	40,700 00
Two stenographers	4,800 00
One stenographer	3,000 00
One grade crossing superintendent	4,800 00
One track scale inspector	3,000 00
Total salaries and wages	\$129,300 00

SUPPLIES, MATERIAL AND SERVICE.

Transportation	\$8,500 00
Meals and lodging	16,000 00
General office supplies	2,400 00
Telephone and telegraph	2,000 00
Postage	2,000 00
Other expenses:	
Surety bonds	\$400 00
Express and freight	400 00
Upkeep scale car	1,000 00
National Bureau, Washington, D. C.	1,000 00
Maps	1,000 00
Rent	3,000 00
Miscellaneous	1,000 00
Printing	7,800 00
	6,000 00
Total supplies, material and service	\$44,700 00

CAPITAL OUTLAYS.

Office furniture and equipment	\$1,500 00
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(This to provide filing equipment for transcripts of testimony, exhibits, correspondence and files, book stacks for library, and to replace typewriters and other equipment as worn out.)

GRAIN INSPECTION DEPARTMENT.

GENERAL FUND.

GENERAL SALARIES AND WAGES.

Chief inspector	\$4,000 00
Chief clerk and registrar.....	3,000 00
Chief deputy, Tacoma	3,000 00
Chief deputy, Seattle	3,000 00
Total salaries and wages.....	<u>\$13,000 00</u>

SUPPLIES, MATERIAL AND SERVICE.

ing	\$1,500 00
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GRAIN FUND.

GENERAL SALARIES AND WAGES.

y inspectors and weighers.....	\$77,350 00
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SUPPLIES, MATERIAL AND SERVICE.

portation	\$1,900 00
and lodging.....	800 00
al office supplies.....	600 00
phone and telegraph.....	650 00
ge	800 00
expenses:	
t	\$5,500 00
ids	600 00
cellaneous	1,100 00
This includes weighing of cars, etc.)	<u>7,200 00</u>
Total supplies, material and service.....	<u>\$11,850 00</u>

CAPITAL OUTLAYS.

furniture and equipment.....	\$800 00
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RECAPITULATION.

es and wages.....	\$129,800 00
les, material and service.....	44,700 00
al outlays.....	1,500 00
Total	<u>\$175,500 00</u>

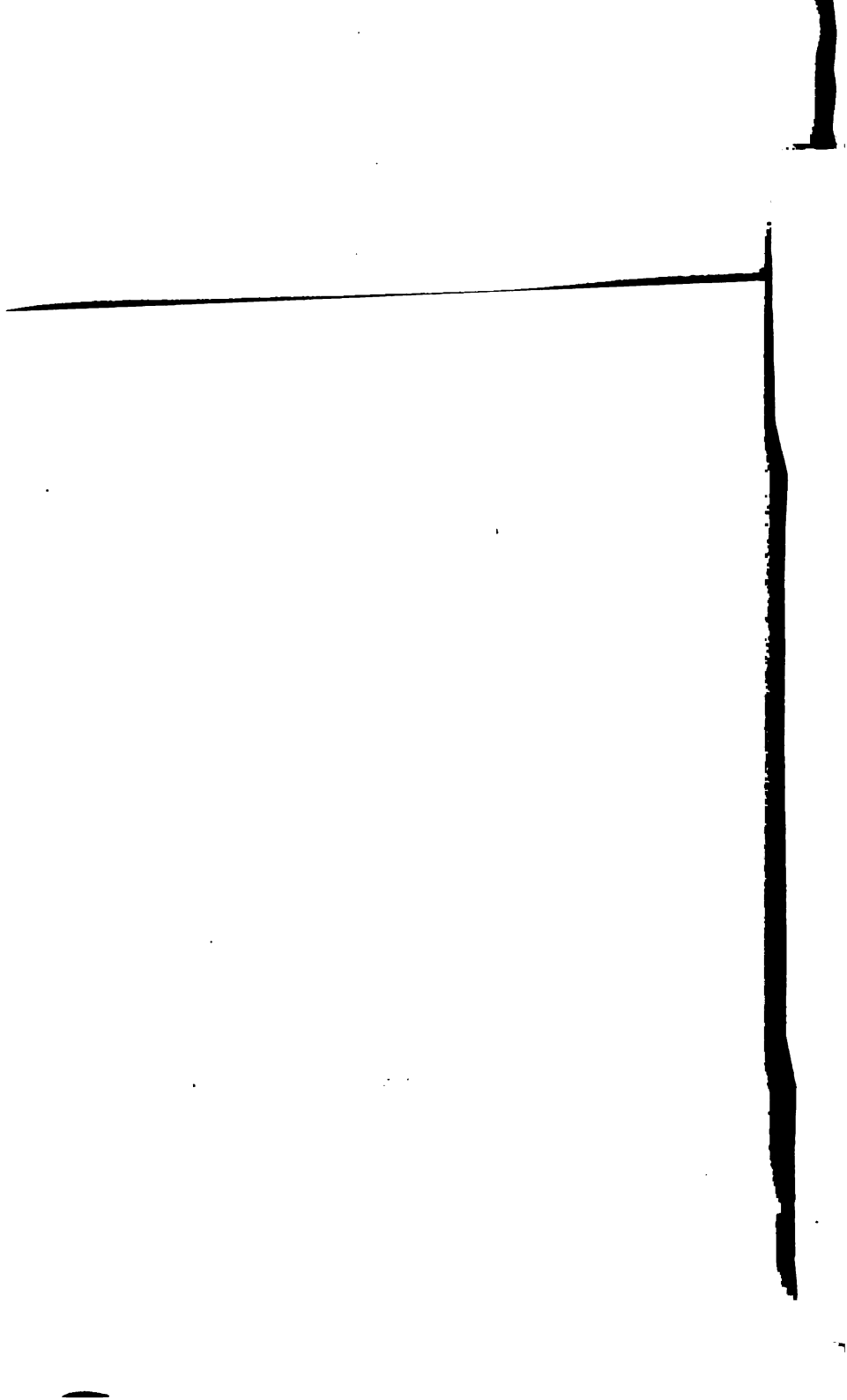
GRAIN DEPARTMENT.

es and wages (General fund).....	\$13,000 00
les, material and service (General fund)...	1,500 00
Total	<u>14,500 00</u>
es and wages (Grain fund).....	\$77,350 00
les, material and service (Grain fund)....	11,850 00
al outlays	800 00
(So much thereof as may be necessary, but no event to exceed the collections of this partment.)	<u>90,000 00</u>
Total grain fund.....	<u>90,000 00</u>
Grand total	<u>\$280,000 00</u>



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STATE OF WASHINGTON

Seventh Annual Report

OF THE

Public Service Commission
OF WASHINGTON

TO

THE GOVERNOR

COVERING THE PERIOD FROM
DECEMBER 1, 1916, TO NOVEMBER 30, 1917

OLYMPIA
FRANK M. LAMBORN  PUBLIC PRINTER
1917

**THE PUBLIC SERVICE COMMISSION
OF WASHINGTON.**

E. F. BLAINE, Chairman.

**ARTHUR A. LEWIS, FRANK R. SPINNING,
Commissioners.**

J. H. BROWN, Secretary.

Olympia, Dec. 1, 1917.

LETTER OF TRANSMITTAL

Lister, Governor of Washington:

herewith transmit to you the annual report of the Public Service Commission of Washington, for the year ending November 30, 1917.

The world's war has brought about many changed conditions vitally affecting the regular work of this Commission. The Commission believes it is its duty to cooperate to the extent of its ability with the Federal and State authorities having charge of the war work and also that it is its manifest duty to act promptly upon all matters brought before it resulting from conditions brought about by the war. The Commission has attempted to keep in touch and to cooperate with the State Council of Defense. Chairman Lister has devoted much time in particular to an investigation throughout the State of labor conditions. Early in this investigation it developed that a serious labor problem was threatened as a result of a considerable number of I. W. W.'s demanding free transportation on the railroads. Following a conference with railroad officials and officers of the railways interested, the Commission employed a number of special agents. These men searched the trains and removed trespassers and, in cooperation with the peace authorities of the several counties, succeeded in practically putting a stop to this evil.

The Commission has cooperated, as far as possible, with the war board of the National Association of Railway Commissioners. Following the suggestion of the national council, the Commission July 9, 1917, addressed a letter to the State shippers and railroads of the state, reading as follows:

The Commission has been appealed to by the committee on car service of the National Railway Association of the League of National Defense to co-operate in the loading of all railway equipment to its fullest carrying capacity regardless of minimum or minimum capacity rules.

The Federal authorities have pointed out that the present railroad equipment, as utilized, will answer the present needs of transportation. Fully realizing that unless this Commission and the intrastate shippers of this State shall acquiesce in the desires of the national government that the Federal authorities will be under necessity of taking full possession of all railroads and making them independent of all state commissions.

Therefore, we insist and direct that all railroad equipment be loaded to its fullest capacity regardless of minimums, save in such cases as the commodity to be carried would be damaged thereby, and in view of the foregoing we invite the railroads to rearrange their minimums in this state, the same to be in effect during the present war unless sooner revoked by order of this Commission.

August 7, 1917, a conference was held at Olympia attended by the railroads and many of the shippers at which a tentative agreement was reached regarding the efforts of the carriers increasing minimums to meet war demands. Reports from the carriers show that there has been a general cooperation between shippers and the railways as a result of which the average carload has been materially increased to the great saving of equipment and time. However, in order to encourage further compliance with the suggestion, the Commission October 1, 1917, issued another circular to the shippers and carriers reading as follows:

The Commission feels, notwithstanding the hearty responses made to its first appeal, that a maximum loading of cars and prompt loading and unloading of same, that a further effort must be made on the part of the shippers and carriers to facilitate the loading, movement and unloading of all classes of steam-road equipment.

The months of October, November and December are usually the periods, during the winter months, when car shortage is met with, and, at the present, unless a greater

effort is put forth by *everyone* to utilize equipment to its fullest capacity, the shortage may be such as to hamper seriously the transportation of raw and manufactured material necessary for the successful prosecution of the war.

Suggestions are solicited from shippers as to any improvements along this line, the Commission realizing that the practical, everyday experience of shippers must bring them in contact with conditions for which they can suggest improvement.

Particular attention of the shippers is called to this matter, due to the fact that it is difficult to reach them all, or to keep in touch with parties who are failing to realize fully the importance of utilizing all equipment to capacity. The Commission is keeping in close touch with the carriers and would respectfully urge that shippers advise carriers, as far in advance as possible, of their probable requirement and to consult with the carriers as to their needs.

Therefore, we urge shippers to

First—Load cars to full capacity even to the extent of 10 per cent above marked carrying capacity and disregard all published tariff minimums.

Second—Load and unload cars the day received, if possible, regardless of the forty-eight hour, free time limit.

Third—Give immediate notice to railroad companies when cars are empty, or telephone them in advance as to the approximate time when the cars will be emptied.

Fourth—Under no circumstances use cars as warehouses.

Fifth—The practice of consigning cars to any given destination without a bona fide sale thereby affording prompt disposition or release of cars should be discontinued.

Sixth—Anticipate your needs as far in advance as possible.

Seventh—Co-operate with customers in arranging orders so that any available equipment can be used regardless of carrying capacity.

Eighth—Advise the Commission promptly of any delay in securing cars when needed and also of any delay on the part of the carriers in setting cars for unloading, moving cars when loaded, or the prompt switching of empties when released.

Further carrying out a recommendation of the national war board, the Commission July 30, 1917, adopted the following resolution:

"Resolved, That during the war the railroads of this state shall be required by this Commission to make improvements and carry out projects involving the expenditure of money and labor only where they are absolutely essential for war purposes or public safety, and that this Commission considers the erection of new stations and the elimination of grade crossings as among the improvements that should be deferred at this time, and we favor the curtailment of passenger service."

In August, 1917, at the suggestion of the state council of defense, the Commission signified its approval of the proposal that warehouse charges be increased to provide a fund to guard the wheat against theft or destruction.

October 23, 1917, at the request of Mr. David Whitcomb, fuel administrator, the services of Mr. O. O. Calderhead were loaned to aid Mr. Whitcomb in working out rules and regulations for the handling of railroad equipment engaged in fuel transportation, and in November, Inspectors J. F. Reardon and T. S. McEachran were constituted special agents to aid Mr. Whitcomb in his work, in addition to their regular duties in the field.

Considerable other work of a less important character has been rendered in the war service in cooperation with other agencies by the officers and employees of this Commission.

Switching Study.

The state legislature through the provisions of chapter 22, Session Laws of 1917, authorized the Public Service Commission to enter upon a rate, traffic and switching charge study relating to the common carriers serving the state.

Continuous complaint of switching rates and service throughout the state, coupled with the ever increasing importance of terminal operations, made plain

fact that no satisfactory results could be obtained without a thorough investigation of rates, service, and terminal facilities, state-wide in scope.

Accordingly, the traffic department was designated for the task and during past months has gone into the situations as found at Seattle, Auburn and Ma. Briefly stated, the work to date has involved a physical survey of the terminals and an actual check of the traffic and a detailed analysis of terminal traffic movements. Traffic statistics and general information have been compiled in regular report form. To visualize this basic data and assist toward development of some comprehensive plan of solution, extensive mapping of every terminal trackage and terminal-port facilities has been necessary.

Reports setting forth the complete findings and all basic data essential to study and solution are now being completed for the three terminals designated.

When we consider the fact that terminal service today constitutes practically one-third of the service performed by the railways of the country, and the standard of terminal operations and service is practically the standard which the efficiency of every transportation line is gauged we cannot fail to appreciate the very great importance of adequate terminal service to the entire state.

As rapidly as the work can be extended it is the purpose of the Commission to include every point within the state wherein there is relief to be secured through a switching and terminal solution and any variance from the rule of "the more important first" will only be made because of overlapping or interlocking of conditions where the analysis of one is contingent upon the other.

Legislation.

Aside from the emergency appropriation, the only legislation passed in which the Commission is particularly interested was an act extending until the time for bringing of the overhead electrical construction up to the standard, and an amendment to the laws which placed a supervision of all scales except railroad track scales in the weights and measures department. During the session the Commission had a number of conferences with legislative committees respecting pending and proposed measures, and with the officers of the railways and the legislative committees of railway employees the Commission prepared and had introduced through the proper committee proposed changes to the grain rules. Following a conference the original measure was re-drafted and re-introduced and passed the Senate by substantial vote, but failed to pass the House.

During the legislative session, the matter of giving this Commission jurisdiction over automobiles and jitneys was up for consideration. Chief Engineer Phipps was directed to make a study of the jitney situation at Spokane. He prepared a voluminous report which was made available to members of the legislature and others interested.

The legislature having made an appropriation for the salary and expenses of a track scale inspector, the system which had been operated for years was discontinued April 1st. It had been the practice to pay the salary and expenses of the inspector and the cost of the upkeep of the scale car from the fees collected and the profits over expenses were returned *pro rata* to the roads. Under the new plan the fees collected are all turned into the state treasury, and the salary and expenses are paid out of the state general fund on regular vouchers.

On June 11th, \$782.44—earnings of the scale test up to April 1st—were turned over to the state treasurer.

Car Shortage.

A serious car shortage occurred last winter and a conference was called regarding the situation, which was held at Olympia February 28, 1917, a complete report of which is found in the appendix of this volume. This conference was valuable in convincing many shippers that there was no disposition on the part of the railways to exert favoritism or discrimination and resulted in closer cooperation between shippers and carriers in so far as possible relieving the situation. The conditions were gradually cleaned up until by summer the shortage had been practically eliminated. Up to that time the Commission was receiving weekly reports from all of the carriers showing the exact car situations on their lines, enabling the Commission to keep in touch with conditions. A large number of complaints of alleged discrimination were investigated. Another car shortage even more serious than that of last winter exists at the time of writing this report. The National War Council has in effect pooled all the box cars of all the railroads of the country and is directing the numbers to be assigned and used in the different districts. For this reason the matter is largely out of the hands of the Commission, but the Commission has considered complaints of discrimination and has used its best efforts to bring complaints of acute shortages to the attention of the car service committee of the railways at Seattle and to the car service bureau of the interstate commerce commission.

Grain Rules and Grades.

At the suggestion of those interested, a meeting was held at Seattle, February 6, 1917, attended by persons interested in the grain trade, regarding proposed changes in the grain rules, particularly those relative to smut.

March 21, R. D. Jarboe, chief grain inspector, resigned effective March 31, and P. J. Sweeney, chief deputy, was selected to succeed him with the approval of Your Excellency.

May 5th, receipts not justifying the further retention of the office, grain inspection at Everett was abandoned.

For the purpose of seeking to harmonize the state inspection rules with the Federal grades for wheat and corn, the Commission in June held a series of public meetings in company with the public service commission of Oregon at Portland, Tacoma, Spokane, North Yakima and Ellensburg, following which rules were prepared and formally adopted July 28.

By direction of the Food Administration Grain Corporation, the smut rule established by the Commission was eliminated this fall.

Following the adoption of the Federal grain rules, the expense of weighing and inspection thereunder costs materially more than the expense under the old state rules and for a time there was considerable uncertainty as to whether the earnings of the department would be sufficient to maintain the department. It should be understood that under the appropriation, the bulk of the expense of the department is limited to receipts.

November 2, 1917, the Commission addressed a circular letter to the grain producers and handlers of the state, calling attention to the circular issued by the Food Administration Grain Corporation, also to the elimination of the state smut rule and the necessity of all wheat being weighed and graded in order to provide a fund to maintain the department. (See appendix.)

Valuation of Railways.

In April, Chairman E. F. Blaine and Chief Engineer T. E. Phipps visited Francisco and had a number of conferences with the officers of the valuation department of the interstate commerce commission, western district, the purpose being to determine the progress made in the State of Washington in valuation of the steam roads by the Federal authorities and particularly that of the terminal property in the larger cities of the state and the procurement of data to aid the Washington Commission in its rate and switching study. It was decided that most of the appraisal work for valuation purposes in the state had been performed outside of the large cities and it was agreed that when it came to the large cities, the Washington Commission would be advised so that there would be proper cooperation. Tentative plans were laid by which the Washington Commission can procure copies of the assembly sheets of the appraisal and also copy of the sectional map furnished by the railroad companies to the interstate commerce commission, together with the field notes of the appraisers thereon. With the aid of this data and such other data now in possession of the Washington Commission and other to be procured in cooperation with the Federal government, the Washington Commission should be in a position to furnish much valuable evidence in the adjustment of complaints relative to discrimination both as to shippers and localities. The war has so greatly interfered with the valuation work of the interstate commerce commission that at this Commission has not procured any of the data which it has sought from the Federal body.

Fifteen Per Cent Case.

Early in the year the proposed horizontal increase of 15 per cent applied by the various railroads of the United States demanded nation-wide attention.

This proposed increase was especially discriminatory against the northwestern shippers so much so that Mr. Spinning went to Chicago and made a preliminary investigation of the extent and scope of its effect, and upon his report to his associates that the advances as proposed would affect adversely the lumbering, manufacturing and other commercial interests of the state, it was decided that, on behalf of the shippers, Mr. Blaine, the chairman of the Commission, accompanied by Mr. Calderhead, should go to Washington, D. C., and present the case to the interstate commerce commission.

During May, Chairman Blaine, accompanied by Rate Expert O. O. Calderhead and Assistant Attorney General H. H. Cleland, visited Washington, D. C. On going to the capital the Washington commissioners, in company with the Oregon and Idaho commissioners, held a largely attended conference in Portland with the northwestern shippers, and from many sources there were requests that the Washington Commission protest the proposed increase. At Washington, the Washington commissioners joined forces with all the western commissioners represented and unitedly attacked the percentage raise in rates as unjust, discriminatory and contrary to every principle of rate-making. Calderhead was selected to designate the character of proof to be procured and exhibited and the representatives of the other western commissions were authorized to formulate the same. The Washington Commission, representing Oregon and Idaho, through the aid of Messrs. W. T. Clark of Wenatchee, J. K. Reeves of Wenatchee and Fred W. Robinson, of the Northwest Fruit Exchange, Seattle, prepared the exhibit on behalf of the fruit industry, which was presented at the hearing, copy of which is set forth in the appendix of this

report. The Washington Commission was also aided at Washington by Mr. S. J. Wettrick, of the traffic bureau of the Seattle Chamber of Commerce and Commercial Club, and Mr. Jay W. McCune, secretary of the Tacoma Chamber of Commerce and Commercial Club, and profited by the advice and direction of Mr. Clyde B. Aitchison, recently elevated to the interstate commerce commission. The lumber interests were ably represented by Mr. Allen and Mr. Dickson. A number of the commercial bodies of the state furnished the Commission with valuable information touching local interests which would be greatly affected by the percentage of increase in rates. Valuable data was also furnished through the efforts of Mr. Flyzic, vice-president of the miners' union of this state. That the efforts of the Washington mission bore fruit is evidenced from the fact that the western roads were granted no increases save upon coal and coke. It was strongly intimated during the session that in case the interstate commerce commission should grant the 15 per cent horizontal increase that the western commissioners would not adopt such a principle in allowing increases in intrastate rates, but that the commissions would be inclined to follow the interstate commerce commission in adopting necessary increases based upon the established system of rate-making.

May 4, 1917, the railroads petitioned the Commission for leave to file short-form tariffs to cover a proposed horizontal 15 per cent increase in all intrastate rates. This permission was granted and the tariffs were filed but their taking effect was suspended by the order of the Commission pending the determination of the petition before the interstate commerce commission.

July 6, 1917, after the interstate commerce commission had refused the horizontal increase, the railroads withdrew their proposed tariffs covering coal and coke, and were permitted an increase of fifteen cents (15c) per ton. (See order in Cause No. 4403.) This increase was to carry out the spirit of the discussion at the national capital when the western commissioners intimated that they would follow on intrastate traffic the ruling of the interstate commerce commission as to increases based upon the established system of rate-making as distinguished from a blanket horizontal increase. This increase in coal and coke rates is subject to review at any time by the State Commission upon challenge of interested parties, and as the order will show, a territory where the existing rates had been challenged before the Commission was exempt from the provisions of the increase.

National Meetings.

August 29, 1917, Commissioner A. A. Lewis, who is chairman of the committee on statistics and accounts of railways of the National Association of Railway Commissioners, was requested by President Thelen of the association to represent the state commissions at a conference in Washington, D. C., with the special council of the national defense of the American Railway Association and the interstate commerce commission to consider a revision of the various reports required to be filed with the Federal and state commissions in order to conserve accounting forces during the war period.

October 4, 1917, Commissioner Lewis met with the above named bodies in Washington, D. C., and participated in the proceedings. Evidence of the necessity for some relief was apparent. In several instances the accounting forces of the railways had been depleted from 20 per cent to 60 per cent since the commencement of the war, occasioned principally by draft and enlistments from the railway accounting forces and the loss of employees through manufacturing

and other lines of business drawing heavily on the railroads' clerical forces to meet their own increased work and to replace those who had volunteered or had been drafted into the country's service. A large number of schedules were gone over by the joint committee and a tentative report was finally agreed upon, which was later adopted by the Federal commission and the National Association of Railway Commissioners with slight modifications.

Commissioner Lewis while in Washington attended the annual convention of the National Association of Railway Commissioners and his report thereon is as follows:

The twenty-ninth annual convention of the National Association of Railway Commissioners, which convened on October 16th to 19th, was unusually well attended, thirty-one states being represented, in some instances by two or three members of the state commissions.

The principal matters upon which decisive action was taken by the convention was the adoption of a strong resolution pledging the aid of the state commissions to assist in every way possible in the successful carrying out of the war program.

A resolution urging that the Federal valuation of the railroads be not discontinued was passed. It was the consensus of opinion that this valuation will be vitally essential to the nation in the reconstruction period after the war.

The appointment of a war committee to co-ordinate with like Federal committees or boards and act as an advisory to the various state commissions on emergency measures arising from the war which may be promulgated from time to time.

The decision to continue the valuation bureau at Washington, D. C., which is supported by contributions from the state commissions.

The recommendation in my original report on statistics and accounts that the statistical and accounting officers of the state commissions and interstate commerce commission present to the next annual convention a formula for a standardized, uniform report, which was adopted by the convention. This will mean the building up of the form on state lines rather than national, and, undoubtedly, result in greater benefit to the state commissions without any impairment of the data required by the Federal commission.

In the matter of car service and demurrage, of which committee I am a member, the principal result obtained in this convention was the information derived concerning the operation and procedure of the new car service bureau which was recently organized under the amendment to the interstate commerce commission act. As stated in its report, our committee was first to recommend the legislation enacted giving the Federal commission greater power in the matter of car service. Under this act, the Federal commission has power, when the necessity exists for immediate action with respect to the supplying or use of cars for transportation of property, to proceed at once either upon complaint or upon its own initiative without answer or form of pleading by the interested carrier or carriers and with or without notice of the making or filing of report to suspend the operation of any or all rules, regulations or practices then established with respect to cars for such time as may be determined; and also has authority to make just and reasonable directions with respect to car service during such time as, in its opinion, will best promote the car service in the interest of the public and commerce of the people.

The bureau of car service is in charge of Mr. DeGroot, a man of large experience in car service. On account of the number of new boards and departments created since the war having to do with car service and transportation, there exists considerable confusion on the part of the public as to which department to apply in matters pertaining to car service. Realizing this situation, I made an effort to have outlined some definite plan by which complaints and requests for information would flow through one channel to the proper head, and, at my request, the convention invited Mr. DeGroot, the head of the car service department, to address the convention on the subject. His suggestions were to the effect that all interstate complaints which could not be adjusted locally should be wire to his department; that his department is co-ordinating with the various other boards, and, by handling complaints in this manner, a great deal of the confusion will be obviated and greater expedition given to the business. An arrangement may later be perfected whereby the state commissions will make local investigations in the matter of car service for the Federal department, par-

ticularly in the matter of alleged discrimination between shippers and localities. I suggested to Chairman Thelen of the newly created war committee that such a plan would undoubtedly speed up investigation in localities where the Federal commission did not have inspectors. He has requested me to outline a plan whereby this can be brought about and submit the same to his committee.

Upon the request of the executive committee of the national association, I audited the accounts of the valuation bureau from its establishment to the time Solicitor Aitchison relinquished office. The position of solicitor for the bureau has been offered to Commissioner Elmquist of Minnesota.

Engineering Department.

The engineering department has been very busy with appraisals in addition to a multitude of routine office work. During the year the Cheney Light and Power Company was appraised and a valuation found. Subsequently an adjustment of rates has been made as a result of this investigation. Early in the year an investigation of the water service of the water system in Anacortes was made, and shortly after an investigation and valuation of both the water and light systems serving Anacortes was made. These plants were both owned and operated by the Washington Power, Light and Water Company.

Work has been under way throughout the greater part of the year on the Washington Water Power Company valuation, and investigation, and this should be ready for a hearing about the latter part of February.

Much emergency work in connection with investigations regarding increases in rate schedules has been carried on during the latter portion of the year.

Representative at Washington.

The new act of Congress now in effect has entirely changed the manner of filing tariffs affecting interstate shipments. In the past if a carrier desired to increase a rate thirty days' notice had to be given, within which time any interested shipper could protest and the interstate commerce commission could suspend the proposed rate until a hearing was had. Under the present law, no notice is required, but the interstate commerce commission has ruled that it will require the proposed increases to be open for public inspection at its offices at Washington, D. C., for five days before it will permit the new rates to go into effect. In other words, it is impossible for the shippers of Washington to know what rates are proposed in time to protest, unless a special representative is stationed at Washington, D. C., to check and investigate these tariffs and advise them by wire. In addition to this, a number of other matters are constantly arising, calling for cooperation between this Commission and the interstate commerce commission. This can best be secured if the Washington Commission is represented at the national capital. For these reasons, the Commission has selected Mr. O. O. Calderhead, who had been rate expert for the Commission since its organization, as special tariff representative to proceed to Washington and take up the duties at least until the stress of war time is past, and, if demonstrated that the position should be maintained permanently, Mr. Calderhead will probably remain at that work.

Traffic Department.

The work of the traffic department of the Commission has been continued along the lines outlined in preceding reports.

All tariffs and annual statements of the eight to nine hundred companies are indexed and filed by the department, including the recording of the several thousand changes each year through corrections, re-issues and new tariffs.

At present there are 11 gas companies, serving twenty-one towns, 29 irrigation companies, 113 domestic water companies, 80 electric light and power companies, serving a total of three hundred and twelve towns and suburban territories, 162 telephone companies operating three hundred thirty-one exchanges, 134 dock companies, 42 steam railroads, 20 electric railways, 5 express companies, 6 telegraph companies and 264 water transportation companies, operating vessels as follows: 5 to 25 tons gross, 138 vessels; 26 to 50 tons gross, 55 vessels; 51 to 100 tons gross, 49 vessels; 101 to 200 tons gross, 47 vessels; 201 to 300 tons gross, 14 vessels; 301 to 400 tons gross, 8 vessels; 401 to 500 tons gross, 5 vessels; over 500 tons gross, 7 vessels.

The traffic department must be prepared at all times to furnish the Commission with statistics and information concerning operating, traffic and commercial conditions affecting the different utilities for record purposes when complaints are filed regarding the rates, service, rules and regulation, etc., of such utilities; also must check the tariffs and draw all waiver and suspension orders.

The great number and variety of tariffs in the files of the department, of course, makes any detailed reference here impracticable, but the files and indices are available for public use during the usual office hours.

December 8, 1916, after a conference, the Commission authorized the railroads to file demurrage rules identical with those filed with the interstate commerce commission, to expire by their own limitations, April 30, 1917. This was done to prevent confusion as might have occurred had different rules governed interstate and intrastate traffic.

In January a series of conferences were held with representatives of express companies operating in the state regarding extension of free delivery limits in the larger cities. As a result of this conference, the limits were extended in the cities of Spokane and Tacoma.

A conference was held with those interested in the matter of amendment of overhead electrical construction rules, and in November the Commission had the assistance of Mr. Walter C. Wagner of the national bureau of standards in preparing a draft of proposed rules in conformity with the provisions of our statute and based upon the national electric safety code.

In February, 1917, two train employees of the Northern Pacific Railway Company were killed as the result of a wreck caused by a tree falling across the track on the Moclips branch. The Commission addressed a circular letter to all of the railroads suggesting that all trees threatening safe operation of trains be cut down, which suggestion was promptly followed by the companies.

In our last annual report we called attention to the fact that we were crowded out of the capitol building to make room for the legislative assembly and had secured temporary quarters in the basement of the Carnegie library building. On adjournment of the legislature it was decided, in view of the fact that the capitol building was already overcrowded, that the Commission continue its tenancy in the library basement. Provision, through your direction, has been made for suitable quarters for the Commission in the proposed administration building to be erected on Capital point. It is expected this building will be completed within a year and the plans provide for giving the Commission adequate room for its present and prospective activities and also provide space and equipment for safeguarding the very valuable records.

Hundreds of requests for copies of the Railroad Commission map of Washington having been received since the supply of the last issue was exhausted, the

Commission placed an order for 10,500 new maps, which will be ready for delivery some time during the winter. The new map has been prepared by Chief Engineer T. E. Phipps and will show all the railroads as constructed and proposed as of date April 1st.

June 7th, Chairman E. F. Blaine was reappointed commissioner for the term ending June 8, 1923, and qualified.

At the request of the Commission, Assistant Attorney General Hance H. Cleland has prepared a compilation of the state laws relating to the jurisdiction and powers of the Commission. This volume is now in the hands of the printer.

In conclusion we beg to advise you that since the date of the previous annual report, 279 formal cases were instituted, including 31 against steam railroads, four against electric railways, nine against light and water companies, 23 against steamboat companies, three against telephone companies, four against gas companies, one against an irrigation company, two involving matters of the grain department, three petitions to the interstate commerce commission, 97 investigations of accidents, 102 crossing proceedings (some ones of which cover a number of crossings), 222 petitions to allow tariffs to take effect in less than thirty days, and 31 petitions to permit refunds, and 320 informal complaints were entered.

There have been suspension orders, formal orders and supplementary orders to the number of 568 entered in new cases or in causes pending at the date of the previous report; 52 in cases involving steam roads, 13 electric railways, 19 light and water, 8 steamboats, 7 telephones, 4 gas, 5 irrigation, 2 grain department, 105 accidents, 221 permitting and 1 refusing to permit tariffs to become effective at once, 31 permitting refunds and 100 in crossing proceedings, and, in addition 138 informal complaints have been adjusted and closed.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON,

E. F. BLAINE, *Chairman.*

A. A. LEWIS, *Commissioner.*

FRANK R. SPINNING, *Commissioner.*

DISPOSITION OF CASES AFFECTING STEAM RAILWAYS.

No. 1751.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Findings of fact and order, modifying order of August 14, 1914, *re* station facilities at Chelan and Chelan Falls. Dissenting opinion as to facilities at Chelan station by Commissioner Spinning.

May 17, 1917, the Commission entered the following findings, opinion and order:

This cause came on for hearing before the Public Service Commission of Washington at Chelan Falls, Chelan county, Washington, on November 4, 1914, Commissioners Arthur A. Lewis and Frank R. Spinning being present. The town of Chelan was represented by Messrs. Corbin and Sargent; the Great Northern Railway was represented by Judge F. V. Brown. Witnesses were sworn and examined and hearing concluded and cause submitted. The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I.

The above entitled proceeding was commenced by the Commission for the purpose of determining what facilities should be furnished by defendant for the accommodation of the residents of Chelan Falls and vicinity, and on July 28, 1914, a hearing was held at Chelan Falls and on August 14, findings of fact were made and entered in this proceeding. On the same date the Commission ordered that defendant, on the expiration of twenty days from the date of the service of such order, install a suitable spur track or side track at Chelan Falls for handling carload shipments and that it provide suitable facilities at said place for receiving and forwarding less than carload shipments; that it maintain an agent at Chelan Falls until October 1, 1914, and during the months of June, July, August and September, 1915, unless otherwise ordered; that defendant cause all passenger trains operated on said line to be stopped for discharging passengers and to be stopped on flag at Chelan Falls for receiving passengers; and that defendant sell tickets to and from Chelan Falls, either upon its trains or through its proper agents, until otherwise ordered.

On September 4 the Great Northern Railway Company filed with the Commission its petition for modification of said order praying for an order providing and directing that the defendant may, in lieu of the acts and things required by said order dated August 5, 1914, and of the performance thereof, remove to said village of Chelan Falls, the depot and station facilities located on the north side of the Chelan river, and thereafter maintain the same, together with an agency at the village of Chelan Falls, such order to become effective six months from the date thereof.

The hearing of November 4, 1914, was held upon said petition for modification of the order of August 5, 1914.

II.

The Great Northern Railway Company recently constructed and is now operating, a branch line of railway extending from its main line, at or near Wenatchee, Washington, northerly, following the west bank of the Columbia river to and through the village of Chelan Falls, which is located on the west bank of the Columbia river and near the south bank of the Chelan river, in Chelan county, said branch of railway extending across said Chelan river and northerly.

III.

Prior to the construction and operation of said branch line, water transportation on the Columbia river was provided by a steamboat company which served various points on the Columbia river from Wenatchee to Brewster in Okanogan county, including the community at and in the vicinity of Chelan Falls. Defendant constructed a station building at a point about three quarters of a mile north of the Chelan river, which point is approximately one mile in a direct line north of the village of Chelan Falls.

IV.

Residing at and in the immediate vicinity of Chelan Falls, on the south side of the Chelan river and west of the Columbia river, are about seventy-five or eighty people, while the same number reside within a short distance of Chelan Falls but on the east side of the Columbia river, having access to Chelan Falls over a public ferry operated on the Columbia river near said village, between points on opposite banks of said river and south of the point where the Chelan river flows into the Columbia river. There is no ferry operated on the Columbia river available to people living in Chelan Falls, other than the ferry hereinbefore mentioned. The shortest route to said station, located north of the Chelan river, available to the inhabitants of Chelan Falls or the people living in the vicinity thereof on either side of the Columbia river, consists of a public highway leading from Chelan Falls to the town known as Chelan, located near the east end of Lake Chelan, thence to Chelan Landing, the name of the station on defendant's railway, located a short distance north of the Chelan river. This highway, after leaving Chelan Falls, follows along the Chelan river on the south side thereof, to a point near Chelan Lake, where the highway crosses Chelan river by a bridge, thence following down the Chelan river and on the north side thereof to Chelan Landing or Chelan Station, the distance from Chelan Falls to the station at Chelan Landing, by the route described, being approximately nine miles. The bridge across the Chelan river, located near Chelan lake, is several hundred feet higher than the town of Chelan Falls and the station of Chelan Landing or Chelan Station and the highway leading from Chelan Falls to the bridge is rather steep, much of the highway between said points having a 10 per cent grade, while the highway leading from the bridge mentioned to Chelan Landing or Chelan Station, descends to approximately the same elevation at Chelan Landing or Chelan Station as the elevation at Chelan Falls. The nearest station on said railway, south of Chelan Falls, is Stamen, located about six miles from Chelan Falls. There is no highway between Chelan Falls and Stamen on the west side of the Columbia river, many points between said places being at present practically impassable. The highway on the east side of the Columbia river does not reach Stamen, which is located on the west side of the river. Until defendant complied with the order of August 5, 1914, the inhabitants of Chelan Falls and vicinity had no passenger service available, as it

was necessary for passengers destined to or from Chelan Falls to leave or board trains at Chelan Landing or Chelan Station and traverse the highway leading westerly to Chelan lake, thence easterly to Chelan Falls, traversing a distance of approximately nine miles over heavy grades, requiring travel of approximately eighteen miles on the round trip and consuming from two to two and a half hours when trip was made by ordinary vehicles. Immediately tributary to Chelan Falls on the west side of the Chelan river are orchards, approximately seven years old, aggregating about three hundred fifty acres, from which considerable fruit was shipped during the past season. Tributary to Chelan Falls and located on the east side of the Columbia river are orchards of about the same age, aggregating about six hundred fifty acres, from which several carloads of winter apples were shipped during the past season. In the localities described, on either side of the Columbia river, are orchards and gardens from which a considerable quantity of soft fruits and vegetables are shipped each season, approximately 15 per cent to 20 per cent of which soft fruits and winter apples require shipment in less than carload lots. The output of these orchards and gardens will naturally increase from year to year. Located at Chelan Falls a very short distance from the railway track is a flour mill having a capacity of from three hundred to five hundred cars output per year. Prior to the construction of the railway line, the flour mill shipped its output almost entirely by water transportation, but the construction and operation of the railway line has resulted in discontinuance of water transportation on the river, since which the flour mill was unable to operate until transportation was provided by defendant pursuant to the order of August 5, 1914. On the east of the Columbia river are upwards of four thousand acres of grain producing land in cultivation, within eight or nine miles of Chelan Falls. A part of the grain and hay produced on this land, under normal conditions, goes to the Mansfield branch of defendant's railway. Hay and grain usually command higher prices at points on defendant's railway, north of Chelan Falls, than are obtainable on the Mansfield branch, and under such conditions nearly all, if not all, of such products would be shipped from Chelan Falls. The grain and hay, fruits, vegetables and flour mill products which, under usual conditions would be shipped from Chelan Falls, will equal about four hundred eleven carloads per year, such quantity increasing as the orchards mature. About 75 per cent or 80 per cent of the shipments mentioned are carload shipments. The balance require shipment in less than carload lots. It is impracticable to ship said products, or any part thereof, from the station at Chelan, located immediately north of the Chelan river, under existing conditions.

V.

The depot constructed and now maintained by the defendant at Chelan Station, is located on a strip of right-of-way 300 feet wide, extending 200 feet easterly and 100 feet westerly from the center line of the main track. The land on either side of the strip of right-of-way mentioned, extending from the right-of-way to the Columbia river, on the easterly side, and from the right-of-way to or beyond the crest of the hill hereinbefore referred to, on the westerly side, with the exception of the northwest quarter of the northwest quarter of section 29, township and range aforesaid, is held by the government in trust for one of its Indian wards, such land being a part of an Indian allotment. There are no residents in the immediate vicinity of Chelan Station, with the exception of a very few Indians, who are now served by the Chelan station. The topographical conditions are such that it is absolutely necessary for the defendant to main-

tain a station at Chelan Falls. There is no justification for requiring the defendant to maintain a station also at the site of its present depot known as Chelan station. It is to the interest of the entire community, located on either side of the Chelan river, and on either side of the Columbia river, that the station facilities be consolidated for the reason that the combined earnings arising out of the business of the whole community will justify better service and facilities at one station than may reasonably be provided at two stations.

VI.

The incoming and outgoing freight and passenger receipts of the Great Northern Railway Company from the time said railway line was placed in operation, until the end of October, 1914, at Chelan Station or Chelan Landing were as follows:

July, 1914	\$3,208 10
August, 1914	3,715 33
September, 1914	4,094 94
October, 1914	9,729 35
Total.....	\$20,747 55

A large proportion of the receipts from freight business were for carload shipments. During the month of October the apple crop was nearly all shipped so that the shipments for November would fall off considerably.

The incoming and outgoing freight and passenger receipts of the Chelan Falls station, during the same period, were as follows:

July, 1914	\$1 05
August, 1914	108 34
September, 1914	455 63
October, 1914	488 80
Total.....	\$1,045 82

The station at Chelan Falls was opened August 28, 1914. The expense of maintaining a station and agent at Chelan Landing is approximately \$100.00 per month. The expense of maintaining an agent and station at Chelan Falls is about the same. While the bulk of the shipments were made at Chelan Station, practically all of such shipments originated, or were destined to the towns of Chelan and Lakeside and the communities in the vicinity thereof. One agent and one station can conveniently handle all of the business tributary to Chelan Station and Chelan Falls.

WHEREFORE, IT IS ORDERED, That the defendant, the Great Northern Railway Company, shall, within sixty (60) days from the date of this order, establish and maintain a permanent station and agency, and proper facilities for receiving and forwarding passengers and freight at Chelan Falls, and that the defendant shall maintain at the present location of Chelan Station temporary facilities for receiving and forwarding freight, which temporary facilities may be abandoned after the expiration of two years from the effective date of this order or sooner in the event of the construction of a permanent highway leading from Chelan Falls northerly across the Chelan river and connecting with the present highway leading from Lake Chelan to Chelan Landing.

E. F. BLAINE, *Chairman.*

A. A. LEWIS, *Commissioner.*

OPINION OF MR. SPINNING.

I concur in the foregoing findings of fact, believing that such findings are substantially correct in relation to the features covered thereby. However, it is my opinion that other facts, circumstances and conditions established by the evidence and hereinafter recited, require maintenance of the facilities now provided by respondent at Chelan Station until the construction of a permanent highway leading from Chelan Falls northerly across the Chelan river and connecting with the present highway which extends from Chelan Station to Lake Chelan.

Following the present highway from Chelan Falls to Lake Chelan, hereinafter referred to as the south side road, the following adverse grades, extending for the distances below stated, are encountered:

From 0% to 5% adverse grades.....	19,858 ft.
From 5% to 10% adverse grades.....	4,476 ft.
Over 10% adverse grade.....	1,756 ft.
Total.....	26,090 ft.
Maximum adverse grade, 12.8%.	
Maximum elevation, 1,276.4 ft.	
Vertical lift, 683 ft.	

Following the present highway from Chelan Station to Lake Chelan, hereinafter referred to as the north side road, the following adverse grades, extending for distances below stated, are encountered:

From 0% to 5% adverse grades.....	16,764 ft.
From 5% to 10% adverse grades.....	3,977 ft.
Over 10% adverse grade.....	239 ft.
Total.....	20,980 ft.
Maximum adverse grade, 10.6%.	
Maximum elevation, 1,216.2 ft.	
Vertical lift, 481.9 ft.	

Following the south side road from Lake Chelan to Chelan Falls, the vertical lift is 287.6 feet, which is made by adverse grades running, principally, from 9 per cent to 12.2 per cent. The maximum adverse grade of 12.2 per cent extends for a distance of 520 feet.

Following the north side road from Lake Chelan to Chelan Station the vertical lift is 115.3 feet, which is made by adverse grades, of which the maximum is 4½ per cent, which 4½ per cent grade extends for a distance of 225 feet.

The bulk of shipments from Chelan Station and Chelan Falls originate in the community located at the foot of and along either side of Lake Chelan and are delivered to the railway at Chelan Station, which is and must continue to be, the principal shipping point for the surrounding country served by respondent until the construction of a suitable highway connecting Chelan Falls with the north side road. The reason for this is apparent from the foregoing data relating to the highway grades, etc. It is impracticable to haul the large tonnage originating at the foot of Lake Chelan and in the community located along either side of Lake Chelan, to Chelan Falls over the south side road for the reason that a vertical lift of 287.6 feet must be made principally over the adverse grades running from 9 per cent to 12.2 per cent, which adverse grades are encountered at four different points between Lake Chelan and Chelan Falls, the maximum of 12.2 per cent extending for a distance of 520 feet. The disadvan-

tage and inconvenience which will follow the closing of Chelan Station upon the expiration of two years from the effective date of the foregoing order is emphasized by the fact that the north side road, constructed at great expense, partly by county funds and in part by voluntary donations, must be abandoned until some indefinite time in the future when approximately \$20,000 may be secured from some source for the construction of a highway from Chelan Falls northerly across the Chelan river to a point of connection with the north side road. In hauling freight from Lake Chelan to Chelan Station over the north side road a vertical lift of 115.3 feet is required as against a vertical lift of 287.6 feet over the south side road, while the maximum adverse grade on the north side road is $4\frac{1}{2}$ per cent extending for a distance of 225 feet, as against a maximum adverse grade of 12.2 per cent, extending for a distance of 520 feet, on the south side road.

The respondent located and established its present depot facilities at Chelan Station with full knowledge of the conditions which require station facilities at Chelan Falls, regardless of the facilities provided at Chelan Station. On the strength of the fact that the railway company had established depot facilities at Chelan Station, the county and interested shippers provided funds for the construction of the north side road. It is true that the evidence shows that it is practicable to construct a highway extending from Chelan Falls northerly across the Chelan river and connecting with the north side road at a point above or towards Chelan lake from that portion of the north side road on which are located some of the steepest adverse grades encountered in traveling from Chelan Station to Chelan lake and that the cost of constructing such connecting highway would be approximately \$20,000, but the evidence also shows that the county is unable to provide funds for the construction of such connecting highway at this point or at any time for at least five years. The only possible way of securing funds for the construction of such highway, at least during the coming five years or more, is by securing an appropriation therefor from the legislature, which, of course, is speculative and in any event cannot, in all probability, be secured before the next regular session, if at all. In view of the facts disclosed in the foregoing findings and the additional facts hereinbefore recited, I do not believe that the railway company should be permitted to discontinue the depot facilities provided at Chelan Station until the construction of a highway with maximum grade of 5 per cent, extending from Chelan Falls to a suitable point of connection with the north side road. The continued development of the irrigable lands bordering on Lake Chelan, considering the area thereof and the large amount of tonnage which such lands are capable of producing, is a factor of too great importance to the public, as well as to the railway company, to justify a policy which will tend to delay or curtail such development, which result will certainly follow any action which restores the transportation handicap which such community was obliged to contend with prior to the construction of the north side road and the opening of Chelan Station.

FRANK R. SPINNING, *Commissioner.*

No. 1772.

JOHN DEERE FLOW COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Order of dismissal.

June 2, 1917, the Commission entered the following order:

It appearing to the Commission in the above entitled matter that no reason exists why this case should not be dismissed,

It Is ORDERED, That the same be, and hereby is dismissed without prejudice.

No. 1867.

Application of Northern Pacific Railway Company for classification of property.

Order declaring certain real estate as operating property.

Application was filed for the classification of the following described property:

Lots 1 to 30, block 607, plat of Everett.

Lots 1 to 16, block 630, plat of Everett.

Lots 1 to 6, block 662, plat of Everett.

Lots 21 to 26, block 662, plat of Everett.

Beginning at southwest corner of lot 16, block 801, Everett Land Company's First Addition to Everett; thence northwesterly 1803.45 feet, more or less, to northwest corner lot 11, block 691, said plat; thence west 80 feet, more or less, to northeast corner lot 11, block 690, said plat; thence southeasterly 1823.94 feet, more or less, to southeast corner lot 17, block 800, said plat; thence east 80 feet, more or less, to point of beginning, less streets crossing said strip, section 29-29N-5E, containing 3.59 acres.

Beginning at the southwest corner of block 801 as the same is designated upon a certain plat entitled "The Everett Land Company's First Addition to Everett," which was filed for record in the office of the auditor of Snohomish county, December 21, 1891; thence southeasterly along the westerly line of said block 801 produced to an intersection with the right-of-way of the Great Northern Railway; thence northwesterly following the north and easterly line of said Great Northern Railway Company's right-of-way to the southeast corner of block 800, Everett Land Company's First Addition; thence east in a straight line to the point of beginning, containing .854 acres, more or less.

Beginning on section line between sections 29 and 32, township 29N-5E, 1987.8 feet west of the corner of sections 28, 29, 32 and 33, and 500 feet east of the center line of the main track of the S. S. & S. railroad as same is now located and staked out; thence north and parallel to said center line 2640 feet; thence westerly 550 feet to a point 50 feet west from said center line; thence south and parallel to said center line 2640 feet; thence east 550 feet to place of beginning, containing 33.33 acres, more or less, in section 29-29N-5E.

Also commencing at the north quarter corner of section 32-29N-5E; thence easterly along the north line of said section 32 a distance of 135.6 feet to the east side of the right-of-way of main line of Great Northern Railway and the true point of beginning; thence southerly along the east line of the right-of-way of main line of Great Northern Railway a distance of 1701.5 feet, more or less, to an intersection with the northwesterly line of the right-of-way of the Seattle & Montana Railroad Company, as conveyed to said railway company by the

Everett Improvement Company by deed dated March 26, 1902; thence northeasterly and following the northwesterly line of said last named right-of-way 1143 feet, more or less, to a point 500 feet east of the center line of said section 32; thence north parallel to and 500 feet easterly from said center line of section 32 to the north line of said section 32; thence west along the north line of said section 32 a distance of 364.4 feet to the point of beginning, containing 10.04 acres, more or less.

The character and use of the above described property having been investigated by the Commission and having found that said property is used and useful in the operation of petitioner's railroad with the exception of lots 16 to 30, inclusive, in block 607, plat of Everett,

September 21, 1917, It Is ORDERED, That the above described property with the exception of lots 16 to 30 inclusive be, and the same are hereby classified as operating property.

No. 1879.

Application of Northern Pacific Railway Company for classification of property.

Order declaring certain real estate as operating property.

Application was filed for the classification of the following described property:

Tax lot No. 2: All that part of northwest quarter of southwest quarter 19-36N-5E, described as follows: Beginning at the northwest corner of northwest quarter of southwest quarter said section 19 and running thence east along the north line of said subdivision 200 feet; thence south parallel with the west line of said section 770 feet; thence southwesterly in a straight line 550 feet, more or less, to a point on the south line of said subdivision 50 feet easterly measured at right angles from the center line of said Northern Pacific Railway; thence northwesterly parallel with said railway 275 feet, more or less, to the west line of said section 19; thence north along west line of said section 19, 1030.8 feet, more or less, to the northwest corner of said northwest quarter of southwest quarter said section 19, situate in Skagit county, less right-of-way, 4.90 acres.

Tax lot No. 6: All that part of southeast quarter of northeast quarter section 24, 36N-4E, described as follows: Beginning at the southeast corner said southeast quarter of northeast quarter and running thence west along the south line said subdivision 400 feet, more or less, to a point 50 feet easterly when measured at right angles from the center line of the Northern Pacific Railway as same is located across said premises and running thence northwesterly along a line parallel with said track center line and 50 feet easterly therefrom 480 feet; thence southeasterly in a straight line 750 feet, more or less, to the point of beginning, containing 1.84 acres, more or less.

All that part of the northeast quarter of southeast quarter section 24, 36N-4E, lying north and east of the north and east line of the Seattle, Lake Shore and Eastern Railway Company's right-of-way, containing 4.35 acres.

Tract of land described as follows: Beginning at point on east and west center line section 19, 36-5E, 200 feet east of the west quarter corner; thence west on said center line to said quarter corner; thence in section 24, 36-4E, northwesterly along present northeasterly line of prairie gravel pit to easterly line of 100 foot right-of-way of Northern Pacific Railway Company; thence

northwesterly along said easterly right-of-way line to point 200 feet northeasterly measured at right angles from said northeasterly line of said gravel pit produced northwesterly; thence southeasterly on line parallel with and 200 feet northeasterly from last named line to point due north of beginning; thence south to beginning; containing 5.05 acres, more or less.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It WAS ORDERED, September 21, 1917, That the above tracts be and the same hereby are classified as operating property.

Nos. 1883 and 4200.

CARBON HILL COAL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY AND GREAT NORTHERN RAILWAY COMPANY, *Respondents*.

Ordered that joint rate on coal established in cause No. 1883, November 13, 1915, and in cause No. 4200 (*infra*), June 16, 1917, be apportioned to the Northern Pacific Railway Company, 65 cents; and to the Great Northern Railway Company, 70 cents per gross ton.

June 16, 1917, the Commission made the following findings and order:

On November 13, 1915, an order was entered by the Commission in the above entitled cause No. 1883, requiring respondents Northern Pacific Railway Company and Great Northern Railway Company to establish a through route for the transportation of coal between points in the Wilkeson group on the Northern Pacific Railway in the State of Washington, namely: Burnett, Carbonado, Crocker, Cumberland, Wingate, Enumclaw, Fairfax, Kangley Junction, Melmont, Navy, Nolte, Occidental, Palmer, Spiketon, Ravensdale, South Prairie and Wilkeson the Northern Pacific Railway, and Mount Vernon, Washington, on the Great Northern Railway, with application to directly intermediate points, and to establish and fix joint rates for the transportation of coal between the points in said Wilkeson group and Mount Vernon, Washington, and directly intermediate points, such rate not to exceed \$1.35 per gross ton for coal in car-load lots, minimum weight 60,000 pounds, to be followed, charged, enforced, demanded and collected in the future and providing that respondents should have sixty days from the date of service of such order within which to agree upon the proportion of such rate and the division of revenue each should receive for such joint service. The Commission having been notified by respondents that respondents have been unable to agree on the apportionment of such joint rate, and respondents having submitted the matter of apportioning such joint rate between respondents upon the evidence heretofore submitted in said cause No. 1883, the Commission having considered such evidence and being fully advised in the premises, now adopts the findings of fact entered in said cause No. 1883 and in said cause No. 4200 as its findings of fact in the matter of apportioning such joint rate between respondents, and in addition thereto finds:

That the joint rate published and filed by respondents September 13, 1906, and maintained by respondents until a short time prior to the commencement of cause No. 1883, was voluntarily apportioned between respondents by themselves upon the basis of 65 cents to the Northern Pacific Railway Company and 70 cents to the Great Northern Railway Company.

The distances between the city of Seattle and the several points in the Wilkeson group, via Northern Pacific Railway, range from 37 to 61 miles, while the distance from Seattle to Mount Vernon is 71 miles. It must be assumed that when respondents agreed upon the apportionment of joint rate at the time such joint rate was established, September 13, 1906, that the difference in length of haul was taken into consideration by them, together with any other factor affecting such apportionment, disclosed by the evidence. No evidence was offered by respondents, or either of them, tending to show a change in conditions which would justify a different apportionment of the joint rate established by respondents in pursuance of the order entered in cause No. 1883, November 13, 1915, and the evidence submitted fails to show any circumstances or conditions which influenced respondents, or either of them, in making the apportionment of the joint rate, other than the facts found by the Commission. It therefore appearing that the apportionment of the joint rate made by respondents was the result of the exercise of judgment on the part of respondents, based upon factors material thereto which, so far as the Commission is informed, remain unchanged, the Commission finds no reason which would justify it in disturbing such apportionment of the joint rate.

WHEREFORE, IT IS ORDERED, That the joint rate required by the order entered in cause No. 1883, November 13, 1915, be, and the same hereby is, apportioned between respondents, as follows:

To the Northern Pacific Railway Company 65 cents per gross ton thereof and to the Great Northern Railway Company the remaining 70 cents per gross ton.

IT IS FURTHER ORDERED, That the joint rate of \$1.35 per gross ton, minimum weight 60,000 pounds, ascertained by the Commission, in the findings of fact entered in cause No. 4200 on June 16, 1917, to be a just, fair, reasonable and sufficient rate to be followed, charged and enforced by respondents for the shipments of coal made by complainant from Wingate, Washington, to Skagit Crossing, Washington, between August 30, 1915, and December 23, 1915, both inclusive, be, and the same hereby is, apportioned between respondents as follows:

To the Northern Pacific Railway Company 65 cents per gross ton thereof, and to the Great Northern Railway Company 70 cents per gross ton thereof.

No. 1955.

In the Matter of the Adoption, Promulgation and Issuance of a Rule Requiring Common Carriers of Passengers, Operating, Managing and Controlling Railroads in the State of Washington to Publish Notice of Change of Train Schedules or Discontinuance of Trains.

Order of dismissal.

August 17, 1917, the Commission entered the following order:

This cause came on for hearing on June 12, 1916, at which time the complainants, Commission and carriers arrived at an agreement by which the carriers are to furnish the United Commercial Travelers Guide Company advance information of proposed changes in time tables, and this being satisfactory to the complainants,

IT IS ORDERED, That this cause be, and the same hereby is, dismissed.

No. 4021.

JOHN E. NEWELL AND C. E. ANDERSON, *Complainants*, v. HARTFORD & EASTERN RAILWAY COMPANY, *Respondent*.

Order of dismissal.

May 7, 1917, the Commission made the following order:

It appearing that the matters covered by the complaint in the above entitled action are covered by the Commission's findings and order in cause No. 4290, It Is HEREBY ORDERED, That this cause be, and the same is dismissed.

No. 4039.

WESTSIDE LUMBER & MANUFACTURING COMPANY, A CORPORATION, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, A CORPORATION, *Respondent*.

Order of dismissal.

October 18, 1917, the Commission made the following findings and order:

This cause came on for hearing at Spokane, Washington, on March 8, 1916, before Commissioners A. A. Lewis and Frank R. Spinning. The complainant was represented by James A. Williams of Danson, Williams & Danson, attorney; the respondent was represented by E. J. Cannon, its attorney; witnesses were sworn and testimony taken. On December 13, 1916, a further hearing was held in said cause, the parties being represented by their respective attorneys, witnesses were sworn and evidence introduced and the hearing was closed; and now,

It appearing to the Commission that the matter complained of in this cause has been adjusted to the satisfaction of both parties, as evidenced by the following letter:

"Spokane, Wash., October 16, 1917.

"The Public Service Commission, Olympia, Wash.

"Re No. 4039, Westside Lumber & Mfg. Co. v. N. P. Railway Co.

"Gentlemen: We have your inquiry of the 9th inst. We are advised by our client that a lease has been made to them by the Northern Pacific Railway Company for a parcel of land adjacent to the railway company's tracks, and which property is suitable for the conduct of a coal and fuel yard. Under the circumstances we are willing that the proceeding that is pending may be discontinued.

Yours truly,

"Danson, Williams & Danson,

"By Jas. A. Williams."

It Is THEREFORE ORDERED, That this cause be, and the same is hereby dismissed.

No. 4180.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate as operating property.

Application was filed by the company for the classification of the following property:

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Acres</i>
Irreg. R/W in SW $\frac{1}{4}$ NW $\frac{1}{4}$	24	20N	10E	.73
Irreg. R/W in SE $\frac{1}{4}$ NW $\frac{1}{4}$	24	20N	10E	2.62
Irreg. R/W in NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	20N	10E	.95
Irreg. R/W in NW $\frac{1}{4}$ NE $\frac{1}{4}$	24	20N	10E	3.09
Irreg. R/W in SW $\frac{1}{4}$ NE $\frac{1}{4}$	24	20N	10E	.62
Irreg. R/W in NE $\frac{1}{4}$ NE $\frac{1}{4}$	24	20N	10E	2.14
Irreg. R/W in SE $\frac{1}{4}$ NE $\frac{1}{4}$	24	20N	10E	1.81
100 ft. R/W in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$).....	19	20N	11E	2.73
Irreg. R/W in SE $\frac{1}{4}$ NW $\frac{1}{4}$	19	20N	11E	3.12
Irreg. R/W in SW $\frac{1}{4}$ NE $\frac{1}{4}$	19	20N	11E	3.32
Irreg. R/W in SE $\frac{1}{4}$ NE $\frac{1}{4}$	19	20N	11E	3.32
Irreg. R/W in NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	20N	11E	.33
Irreg. R/W in SW $\frac{1}{4}$ NW $\frac{1}{4}$	19	20N	11E	3.31
100 ft. R/W in SE $\frac{1}{4}$ NW $\frac{1}{4}$	20	20N	11E	3.01
200 ft. R/W in SW $\frac{1}{4}$ NE $\frac{1}{4}$	20	20N	11E	3.79
200 ft. R/W in NW $\frac{1}{4}$ NE $\frac{1}{4}$	20	20N	11E	6.21
Irreg. R/W in SW $\frac{1}{4}$ SE $\frac{1}{4}$	17	20N	11E	.83

The character and use of the above described property having been investigated by the Commission and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT WAS ORDERED, September 21, 1917, That the above described property be, and the same hereby is classified as operating property.

No. 4200.

CARBON HILL COAL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY AND GREAT NORTHERN RAILWAY COMPANY, *Respondents*.

Refund ordered on freight collected on coal shipments in excess of joint rate of \$1.35 per ton established by order in cause No. 1883 (*supra*).

The above entitled cause came on for hearing before the Public Service Commission of Washington on October 25, 1916, at Olympia, Washington, Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning being present. Complainant was represented by Huffer & Hayden, its attorneys. The Northern Pacific Railway Company was represented by L. B. da Ponte, its attorney, and the Great Northern Railway Company by Judge F. V. Brown, its attorney. Witnesses were sworn and examined, evidence received and hearing concluded. June 16, 1917, the Commission made the following

FINDINGS OF FACT AND ORDER.

That complainant is a corporation engaged in mining, producing and shipping coal from Wingate, in Pierce county, Washington (a station in the Wilkeson group hereinafter referred to), to various points in the State of Washington.

among which points of shipment is Skagit Crossing, a station located on the Great Northern Railway line in Skagit county, Washington, a short distance south of Mount Vernon.

II.

Respondents Northern Pacific Railway Company and Great Northern Railway Company are corporations owning, operating and controlling railroads in the State of Washington for public use in the conveyance of persons and property for hire within said state.

III.

The distances between the city of Seattle and the several points in the Wilkeson group, via Northern Pacific Railway, range from 37 to 61 miles. From Seattle to Wilkeson the distance is 50.6 miles, to Fairfax 59.4 miles, to Crocker 41 miles, to Wingate 46 miles. The distance between Seattle and Skagit Crossing by Great Northern Railway is about 65 miles. The distance from Seattle to Mount Vernon is 71 miles. In the transportation of coal from points in the Wilkeson group to Skagit Crossing, the Northern Pacific Railway Company receives the coal in its cars loaded by the shipper at points of origin, moves same to Seattle and places cars containing such coal on the interchange or transfer track located in the yards of the Northern Pacific Railway and Great Northern Railway, south of the King street station in Seattle. The Great Northern Railway receives the cars on interchange or transfer track, transfers same to Interbay by a switching movement of a number of cars, commonly called a "drag." From Interbay to Delta, near Everett, the Great Northern Railway Company moves the cars in a drag. At Delta the cars are made up into a regular freight train and transferred to Skagit Crossing, where cars containing coal for that point are set out on the tracks of the English Lumber Company, which operates a steam logging railroad which connects with the Great Northern Railway at or near Skagit Crossing. The English Lumber Company moves the cars from Skagit Crossing to such point or points on its line as may be required, unloads the coal and returns the empties to the Great Northern Railway Company at Skagit Crossing, whereupon the Great Northern Railway Company moves the empties in the manner hereinbefore described, from Skagit Crossing to the transfer or interchange track south of the King street station in Seattle, at which point the Northern Pacific Railway Company receives such cars. The time consumed by the Great Northern Railway Company in moving the cars from Seattle to Skagit Crossing by the method described runs from 48 hours to 72 hours. Practically the same time is consumed in returning the cars from Skagit Crossing to point of delivery to Northern Pacific Railway Company in Seattle. The Northern Pacific Railway Company charges the Great Northern Railway Company a per diem per car for the time intervening between delivery to the Great Northern Railway Company at Seattle and return to the Northern Pacific Railway Company at the same place. This charge has been fixed by agreement between the railway companies mentioned, and represents the rental value of a coal car.

IV.

On September 13, 1906, the Northern Pacific Railway Company, the Great Northern Railway Company concurring, published a joint rate for coal between the Wilkeson group, which includes the stations of Burnett, Carbonado, Crocker,

Cumberland, Wingate, Enumclaw, Fairfax, Kangley Junction, Melmont, Navy, Nolte, Occidental, Palmer, Spiketon, Ravensdale, South Prairie and Wilkeson via Northern Pacific Railway to Seattle, thence via Great Northern Railway Company to Mount Vernon, of \$1.35 per ton of 2,240 pounds, which joint rate remained in effect continuously from September 13, 1906, until a short time prior to March 16, 1915 (having been carried in various tariffs and supplements, the last being Northern Pacific Railway Tariff No. 176E), when the Northern Pacific Railway Company, acting under the belief that no coal was moving under said joint rate, cancelled said rate, in which action the Great Northern Railway Company concurred.

V.

Upon cancellation of said joint rate the rate for coal between the points named was the sum of the local rate via Northern Pacific Railway to Seattle and the local rate via Great Northern Railway from Seattle to destination. The local rate in effect from the time of the cancellation of said joint rate to the effective date of the order in cause No. 1883, hereinafter referred to, for transportation of coal between Wilkeson and Seattle by the Northern Pacific Railway, was 65 cents per gross ton and the local rate in effect for transportation of coal between Seattle and Skagit Crossing by the Great Northern Railway during the same period was \$1.00 per net ton, the sum of the two locals being equivalent to \$1.77 per gross ton. The joint rate of \$1.35 per gross ton published September 13, 1906, was made applicable from said points in the Wilkeson group to Mount Vernon and directly intermediate points, Skagit Crossing being a directly intermediate point on said route.

VI.

The joint rate mentioned was, by agreement between said railway companies, divided as follows:

To the Northern Pacific Railway Company for the haul between Wilkeson and Seattle, 65 cents per ton; to the Great Northern Railway Company for the haul between Seattle and Mount Vernon, or directly intermediate points, 70 cents per gross ton. The Northern Pacific Railway Company having cancelled said joint rate in the belief that no coal was moving thereunder, has been, at all times, since discovering its mistake, willing to reinstate the same. The Great Northern Railway Company declining to concur in the reinstatement of the joint rate, contended that its proportion thereof was insufficient compensation for the haul between Seattle and destination. The division of the joint rate agreed upon by the railway companies prior to publication thereof afforded the Great Northern Railway Company a rate of approximately 1.09 cents per ton mile for the haul between Seattle and Skagit Crossing. The following table shows the rate per ton mile received from shipments of coal, together with several under rates voluntarily established by carriers in the State of Washington, to which rates the Northern Pacific Railway Company and Great Northern Railway Company are in several instances parties:

<i>Commodity</i>	<i>From</i>	<i>To</i>	<i>Rate Per Ton Gross</i>	<i>Dis- tance</i>	<i>Net Ton</i>	<i>Rate Per Ton Mile</i>
Coal	Wilkeson	Skagit King	1.35	...	....	1.039
Cement	Concrete	Tacoma	1.12	143	....	.8
Coal	Tenino	Fir	1.50	144	....	1.04
Coal	Tacoma	Sedro Woolley	1.35	129	....	1.05
Gypsum	Tacoma	Concrete	1.12	143	....	.783
Mill Cinder, Mill Scale	Lakeview	Concrete	1.12	155	....	.74
Coal	Wilkeson	Sedro Woolley	1.35	148	....	.911
Coal	Montesuma	Skagit King	....	130	GN Ry NP Ry	1.077 1.
<i>Net Ton</i>						
Coal	Ferrie, B. C.	Spokane	2.15	275	.782	.875
Coal	Ferrie, B. C.	Wenatchee	3.15	449	.701	.785
Coal	Ferrie, B. C.	Everett	3.00	581	.517	.580
Coal	Crows Nest	Seattle	3.00	610	.490	.550
Coal	Crows Nest	Moscow	3.15	370	.851	.955
Coal	Crows Nest	Lewiston	3.15	422	.747	.837
Coal	Crows Nest	Portland	3.50	652	.537	.610
Coal	Princeton, B. C.	Spokane	2.50	307	.814	.911
Coal	Princeton, B. C.	Coeur d'Alene	3.10	356	.870	.974
Coal	Princeton, B. C.	Pasco	3.50	452	.774	.867
Coal	Princeton, B. C.	Moscow	3.50	402	.870	.974

The freight earnings of the Northern Pacific Railway Company in the State of Washington during the years 1912 and 1914 averaged annually approximately .995c per ton mile. The freight earnings of the Great Northern Railway Company in the State of Washington during the year 1914 averaged 1.09c per ton mile, with average length of haul of 156 miles plus. Such freight earnings covered less carload and carload shipments. The expense of handling less carload shipments is materially higher than the expense of handling carload shipments. The average number of tons of freight per loaded car mile on the Great Northern Railway for the year 1914 was 18.69 tons. Coal shipments from points in the Wilkeson group to Skagit Crossing averaged a trifle under fifty tons per loaded car mile.

VII.

On February 10, 1915, the Northern Pacific Railway Company, in connection with the Great Northern Railway Company, published and filed Northern Pacific Railway Tariff No. 176F, being a joint freight tariff marked to become effective March 17, 1915, and intended to cancel items 1, 2 and 3 of Northern Pacific Railway Tariff 176E. Item No. 1 of said Northern Pacific Railway Tariff No. 176E named the through joint rate on coal from Wingate and other points in the Wilkeson group to Mount Vernon and other points in the Mount Vernon group, including Skagit Crossing, hereinbefore referred to. On March 16, 1915, the Carbon Hill Coal Company filed a complaint with the Public Service Commission of Washington against said Northern Pacific Railway Company and Great Northern Railway Company, challenging the proposed increase of rates which would have resulted if said Northern Pacific Railway Tariff No. 176F had been permitted to become effective and on the same date the Public Service Commission of Washington entered an order in said cause No. 1883, suspending said Northern Pacific Railway Tariff No. 176F in so far as it purported to or was intended to cancel Item No. 1 of said Northern Pacific Railway Tariff No. 176E for a period of ninety days from March 17, 1915, and on June 12, 1915,

said Commission entered a second suspension order in said cause No. 1883 suspending said Northern Pacific Railway Tariff No. 176F in so far as it purported to or was intended to cancel Item No. 1 of said Northern Pacific Railway Tariff No. 176E for an additional period of sixty days, that is to say, to and including August 15, 1915.

VIII.

On November 13, 1915, said Commission, after full hearing and investigation in said cause No. 1883, having made and entered findings of fact wherein the Commission found and concluded that the sum of said local rates for transportation of coal from points in the Wilkeson group to Seattle, by the Northern Pacific Railway, and from Seattle to Skagit Crossing, by the Great Northern Railway, constituted an unjust, unfair, unreasonable, excessive and prohibitive rate and that a joint rate for the transportation of coal between such points in the Wilkeson group on the Northern Pacific Railway, and Mount Vernon on the Great Northern Railway, and directly intermediate points, of \$1.35 per gross ton, was a fair, just, reasonable and sufficient joint rate to be thereafter followed, charged, enforced, demanded and collected by respondents, and that no satisfactory through route or joint rate existed between such points, and the public necessity and convenience demanding the establishment of a through route and joint rate between such points, entered an order in said cause No. 1883 requiring respondents Northern Pacific Railway Company and Great Northern Railway Company, within twenty days from the date of service of such order, to establish a through route for the transportation of coal between points in the Wilkeson group, hereinbefore named, and Mount Vernon on the Great Northern Railway, with application to directly intermediate stations and to establish and fix a joint rate for the transportation of coal between the points in the Wilkeson group on the Northern Pacific Railway and Mount Vernon on the Great Northern Railway and directly intermediate points, such rate not to exceed \$1.35 per gross ton for coal in carload lots, minimum weight 60,000 pounds, to be followed, charged, enforced, demanded and collected in the future.

IX.

That on November 18, 1915, respondents, in conformity with said order of November 13, 1915, published and filed with the Commission a joint rate of \$1.35 per gross ton for coal in carload lots, minimum weight 60,000 pounds, between the points referred to in said Wilkeson group on the Northern Pacific Railway and Mount Vernon on the Great Northern Railway, with application to directly intermediate stations, which joint rate became effective on the 25th day of November, 1915.

X.

During the interval between the time said Northern Pacific Railway Tariff No. 176F became effective, after the expiration of said suspension order of June 12, 1915, to-wit, August 15, 1915, and the date upon which said joint rate of \$1.35, published and filed by respondents, in conformity with said order of November 13, 1915, became effective, to-wit, November 25, 1915, complainant shipped coal from Wingate in carload lots to Skagit Crossing on the dates, in the cars, and of the weights stated in the schedule thereof, set forth in this paragraph, and paid the freight thereon set opposite each item, to the Northern Pacific Railway Company at Carbonado, Washington, namely:

<i>Date</i>	<i>Car No.</i>	<i>Weight (Lbs.)</i>	<i>Amt. Paid N. P. Ry. Co.</i>		<i>Freight at \$1.35 Rate</i>
Aug. 30, 1915	56276	94700	\$57 05	Paid Aug. 31-15	\$57 05
	56276		17 75	Add. Pay. 10-25	
Sept. 1, 1915	56354	91100	54 95	Paid 9-15-15	54 95
	56354		17 00	Add. Pay. 10-7	
Sept. 13, 1915	57070	96200	57 95	Paid 9-15-15	57 95
	57070		18 05	Add. Pay. 10-25	
Sept. 14, 1915	56977	88800	53 50	Paid 9-15-15	53 50
	56977		16 65	Add. Pay. 9-20	
Sept. 22, 1915	57922	91000	71 90	Paid 9-30-15	54 85
Sept. 28, 1915	55764	95000	75 95	Paid 9-30-15	57 25
Sept. 30, 1915	55078	100200	79 15	Paid 9-30-15	60 40
Oct. 7, 1915	55293	92900	73 40	Paid 10-15-15	56 00
Oct. 13, 1915	56312	97300	76 90	Paid 10-15-15	58 65
Oct. 19, 1915	55371	94300	74 50	Paid 10-31-15	56 85
Oct. 25, 1915	55033	99400	78 55	Paid 10-31-15	59 90
Nov. 3, 1915	55119	98400	77 73	Paid 11-15-15	59 30
Nov. 9, 1915	56497	94600	74 75	Paid 11-15-15	57 00
Nov. 16, 1915	57746	90900	71 75	Paid 11-30-15	54 80
			\$1,046 60		\$798 45

That the last column of said schedule shows the just, fair, reasonable and sufficient charges that should have been paid for the transportation of said coal from Wingate to Skagit Crossing; that the charges shown in the last column of said schedule are computed on the basis of a joint rate of \$1.35 per gross ton, 60,000 pounds minimum, which the Commission finds was the just, fair, reasonable and sufficient rate for the transportation of said coal during the period covered by said schedule; that all charges paid the complainant as aforesaid for the transportation of said coal, in excess of the charges set forth in the last column of said schedule were, and are, unjust, excessive and exorbitant amounts and charges for the service rendered.

XI.

That after said joint rate of \$1.35 per gross ton, published and filed by respondent in conformity with said order of November 13, 1915, became effective on November 25, 1915, complainant shipped from Wingate in carload lots to Skagit Crossing, on the dates, in the cars, and of the weights as stated in the schedule thereof, set forth in this paragraph and paid the freight thereon, set opposite each item, to the Northern Pacific Railway Company at Carbonado, Washington, namely:

<i>Date</i>	<i>Car No.</i>	<i>Weight (Lbs.)</i>	<i>Amt. Paid N. P. Ry. Co.</i>		<i>Freight at \$1.35 Rate</i>
Nov. 26, 1915	56938	92800	\$73 30	Paid 11-30-15	\$55 95
Dec. 2, 1915	56169	92200	72 85	Paid 12-15-15	55 55
Dec. 8, 1915	55870	95300	75 30	Paid 12-15-15	57 45
Dec. 19, 1915	58425	90000	71 10	Paid 12-31-15	54 25
Dec. 23, 1915	55357	101300	80 05	Paid 12-31-15	61 05
			\$372 60		\$284 35

That the last column of said schedule shows the just, fair, reasonable and sufficient amounts and charges that should have been paid for the transportation of said coal from Wingate to Skagit Crossing, Washington. The charges shown in the last column of said schedule are computed on the basis of said joint rate of \$1.35 per gross ton, 60,000 pounds minimum, found and ordered by the Commission in said cause No. 1883, to be the just, fair, reasonable and sufficient rate to be followed, charged, enforced, demanded and collected by respondents

from and after November 25, 1915, and the Commission now finds that said rate of \$1.35 per gross ton, 60,000 pounds minimum, was, and is, the just, fair, reasonable and sufficient rate for such service and that all charges paid by the complainant to respondents, or either of them, in excess of the amounts and charges shown in the last column of said schedule were, and are, unjust, excessive and exorbitant amounts and charges for the service rendered. For their services rendered in the transportation of said coal from Wingate, Washington, to Skagit Crossing, Washington, respondents have charged and collected from complainant, excessive and exorbitant amounts aggregating \$248.15 for the coal shipments made between August 30, 1915, and November 16, 1915, inclusive, and excessive and exorbitant amounts aggregating \$88.35 for the coal shipments made between November 26, 1915, and December 23, 1915, inclusive, a total overcharge of \$336.50, which excessive and exorbitant amounts and the respective dates upon which same were paid are separately stated below, to-wit:

<i>Date of Shipment</i>	<i>Amount</i>	<i>Date Paid</i>
August 30, 1915	\$17 75	October 25, 1915
September 1, 1915	17 00	October 7, 1915
September 13, 1915	18 05	October 25, 1915
September 14, 1915	16 65	September 20, 1915
September 22, 1915	17 05	September 30, 1915
September 28, 1915	17 80	September 30, 1915
September 30, 1915	18 75	September 30, 1915
October 7, 1915	17 40	October 15, 1915
October 13, 1915	18 25	October 15, 1915
October 19, 1915	17 65	October 31, 1915
October 25, 1915	18 65	October 31, 1915
November 3, 1915	18 45	November 15, 1915
November 9, 1915	17 75	November 15, 1915
November 16, 1915	16 95	November 30, 1915
November 26, 1915	17 35	November 30, 1915
December 2, 1915	17 30	December 15, 1915
December 8, 1915	17 85	December 15, 1915
December 18, 1915	16 85	December 31, 1915
December 23, 1915	19 00	December 31, 1915
Total	\$336 50	

The complaint in the above entitled action, concerning said overcharges, was filed with the Commission on August 14, 1916.

WHEREFORE, IT IS ORDERED, That respondents pay complainant the sum of said overcharges, to-wit: \$336.50, with interest on the several amounts constituting such sum from the respective dates of collection thereof hereinbefore specified, within thirty (30) days from the date hereof.

No. 4223.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate as operating property.

Application was filed for the classification of portions of blocks 70 and 71 of Tacoma tide lands, as outlined and indicated on a certain plat filed with the application.

August 31, 1917, the Commission entered the following

FINDINGS AND ORDER.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are hereby classified as operating property.

No. 4324.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate as operating property.

Application was filed for the classification of the easterly twenty feet of vacated Dock street, adjoining lots 12 to 18, inclusive, block 66, Tacoma tide lands.

August 31, 1917, the Commission entered the following

FINDINGS AND ORDER.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are hereby classified as operating property.

No. 4225.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate operating property.

Application was filed for the classification of new right-of-way in section 15, township 19 north, range 6 east W. M., Pierce county, as outlined and indicated on blueprint attached to application.

August 31, 1917, the Commission entered the following

FINDINGS AND ORDER.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

It Is ORDERED, That the above described tracts be, and the same are hereby classified as operating property.

No. 4229.

WESTERN RETAIL LUMBERMEN'S ASSOCIATION, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Held that complainant had not suffered damage or inconvenience by reason of the rule calling for the loading to their fullest capacity of cars carrying wood, and had failed to produce evidence showing unreasonableness of such rule. Dismissed. Commissioner Spinning dissented.

This cause came on for hearing at Spokane, Washington, on the 14th day of December, 1916, before Chairman E. F. Blaine and Commissioners A. A. Lewis

and F. R. Spinning. The complainant was represented by R. W. Franklin, Esq., and the respondent was represented by F. B. Burroughs, Esq. Testimony was taken and exhibits introduced, and now from the evidence submitted, the Commission being fully advised in the premises, January 16, 1917, made the following

FINDINGS, OPINION AND ORDER.

I.

That the complainant, Western Retail Lumbermen's Association, is an organization of retail lumbermen, including in its membership many retail lumber dealers in the State of Washington, who deal in and ship cord wood, slab wood, mill wood, shingle bolts and wood bolts over respondent's railway and between points in said state.

II.

That respondent is a corporation authorized to do business in the State of Washington, owning, operating, controlling and managing, as a common carrier, a system of railroads in the State of Washington.

III.

That respondent has published and now observes and enforces among other regulations a general rule governing the transportation of freight between points in Washington, and the assessment of charges therefor, which rule is, in substance, as follows:

"When carrier is unable to furnish car of capacity or dimensions ordered by shipper, and for its own convenience does provide a car of greater capacity or dimensions than that ordered, such car may be used on the basis of minimum carload fixed in the tariffs or classification for cars of the dimensions or capacity ordered by the shipper, unless actual weight is greater, in which case actual weight will govern." (See rule No. 545, C., M. & St. P. Ry., G. F. D. No. 11140-B.)

IV.

Respondent has published and now observes and enforces an exception to the rule hereinbefore referred to, which exception is made applicable to shipments of cord wood, slab wood, mill wood, shingle bolts and wood bolts between points in the State of Washington and is, in substance, as follows:

"The minimum stated in paragraphs (a) and (b) of this rule (Note A of Item No. 29A, Supplement No. 48 to C., M. & St. P. Ry., P. C. L. No. 1-d, which Note A contains a schedule of carload minima based on cubical capacity of car), will apply on the equipment actually loaded and are not subject to the rules covering the furnishing of cars of different size than ordered as provided in C., M. & St. P. Ry., G. F. D. No. 11140-B, I. C. C. No. B-2966, P. U. C. I. No. 139, W. P. S. C. No. 86, supplements thereto and reissues thereof."

V.

That the Northern Pacific Railway Company has the same provision for the loading of cars in the shipment of wood as has the Chicago, Milwaukee & St. Paul Railway Company.

VI.

That the respondent for the major portion of the wood transported by it furnishes wood racks, and those desiring to haul wood prefer the wood rack cars, as the loading and unloading of wood with wood rack cars costs ten cents per cord less than wood transported in box cars.

VII.

That the complainant has not been inconvenienced, nor has it suffered damage by reason of the rule calling for the loading to their fullest capacity of cars carrying wood.

OPINION.

Robert Lee Irvine was the principal witness for the complainant and he stated, among other things, practically as follows: That most of our dealings with the Milwaukee Company have been with loading cord wood and slabs and in nearly every case we put in an order for the wood rack instead of the box car. There isn't any minimum to the wood rack; wood racks are much handier for us to load and unload; it costs ten cents a cord less to load and unload wood in the wood rack than in the box car. I don't know as I have ever ordered many short cars, that is, box cars, because I never had much experience with the Milwaukee Company on box cars because we certainly do want the wood racks. I never had a great deal of experience with the Milwaukee Company on box cars because the Idaho & Washington—and we have operated on that most of the time, and they have always had the wood racks; now, on other roads, quite often on the N. P. and the Great Northern and O.-W. R. & N., I have ordered small cars and I don't know as I have ever had a reason to order a small car on the Milwaukee, a small box car, for the reason that I could always get the wood racks and ship any amount that I wanted to put on the car. I suppose any amount that would be in reason. Q. Have you as a matter of fact ordered small cars on the Milwaukee and been obliged to pay for other cars than that ordered, furnished in lieu of that ordered? A. I don't think so on the Milwaukee. Q. So, out of these 100 cars that you shipped this year you have not had any inconvenience in that particular way? A. Not on the Milwaukee because I say I have always ordered wood racks. Q. On the matter of ordering from the Milwaukee, have you ever withheld an order for a box car when you had but a small carload, for fear they would set you in a big car and charge you for the empty space? A. Knowing I couldn't get the size car I wanted with the convenience that the wood racks was, I don't remember of ever ordering a car from the Milwaukee, nothing but wood racks. Q. You have never been prevented on account of this rule then, you have never hesitated or you have never failed to order a car on account of this rule—box car, I mean? A. No, sir. Q. Of the Milwaukee? A. No. Q. That has never prevented you from using a box car? A. No, sir; it has not, but if I couldn't get the wood rack I took the box car to the size of my pile of wood.

It is true that Mr. Franklin, the traffic manager of the Western Retail Lumbermen's Association, testified, but his statements were of such general character that they should not be allowed to in any manner strengthen what was said by the man who had actually transacted the business. Moreover, a circular offered in evidence in this case shows that the members of the Western Retail Lumbermen's Association were solicited to send in complaints concerning the unreasonableness of the rule calling for the full loading of wood cars, and yet, upon this hearing, witnesses were not forthcoming to testify against the rule. It is true that Mr. Dishman of the Standard Fuel & Ice Company testified that in two instances where wood cars had not been loaded to their full capacity that his company had to pay as though they had been loaded to their fullest capacity. His company, however, had shipped a large amount of wood and these were the only instances mentioned by him as being overcharges. He was

unable, however, to state what size car had been ordered in either of these shipments.

Mr. Burroughs, for the Milwaukee, testified why his company introduced the rule for the full loading of wood cars. The law presumes the rules of a public utility to be reasonable, and those who challenge the unreasonableness of the rules, must produce evidence showing their unreasonableness. This, in the case at bar, we believe complainant has failed to do.

WHEREFORE, It Is ORDERED, That the complaint herein be and the same is hereby dismissed.

E. F. BLAINE, *Chairman.*

A. A. LEWIS, *Commissioner.*

DISSENT OF MR. SPINNING.

The majority of the members of the Commission have held that complainant failed to produce evidence sufficient to prove unreasonable respondent's rule requiring cars used for shipments of cord wood, slab wood, mill wood, etc., to be loaded to the full cubical capacity of the car furnished by the carrier, even though the shipper orders cars of much smaller capacity. This conclusion, in which I am unable to agree, was based upon the assumption that the testimony failed to show more than two or three instances wherein the carrier furnished materially larger cars than were ordered. The writer has carefully studied and considered the testimony introduced in this proceeding and is convinced that this assumption is not correct. To quote excerpts from such testimony would not convey a full or comprehensive understanding of the effect of the testimony received. Particularly is this true in the present case because some of the witnesses failed to clearly indicate whether they were referring to wood-rack cars or to box cars, or to distinguish between *complaints* and *instances* which might be causes for complaints. It is true that the testimony discloses but two or three specific complaints arising out of the application of the tariff provisions complained of. However, a careful study of the testimony has convinced me that, although the witnesses who testified had actual knowledge of only a limited number of specific complaints, many shipments have been made wherein the shippers ordered small cars, were furnished materially larger cars by the carriers for their own convenience and were charged freight computed upon the basis of the cubical capacity of the cars furnished, which was materially greater than the cubical equivalent of the wood shipped; also that many shipments have been made where the shippers have loaded to full capacity, cars materially larger than ordered and have suffered inconvenience and extra expense in handling such shipments to avoid losing the freight charges for several cords more than necessary to fill the particular orders covered by such shipments. Mr. Robert Lee Irving, a witness from whose testimony the majority decision quotes liberally, testified:

Q. "So that in other words, if you ship fifteen cords to that particular consumer and they furnish you a twenty cord car, you would be obliged to pay the additional five cords that was not hauled?"

A. "Yes, we often have to pay that excess freight on it."

This direct and positive statement was neither modified in any respect nor contradicted by respondent.

The testimony shows that the wood dealers make a practice of purchasing timber from tracts of land of various sizes, having the timber cut into wood and shipped on their orders; that when completing the shipment of the wood cut

from one of these tracts a small carload frequently remains to be forwarded and that if the shipper cannot secure a car of suitable capacity for such shipment or be protected by the general rule relating to "lieu cars," freight on from one to eight or nine cords of wood in excess of the quantity actually shipped must be paid. The testimony shows, also, that it has been the practice of wood dealers on receiving an order for a specific number of cords of wood to be delivered at a point in the city at a considerable distance from their yards, to ship a carload of wood to the team track most convenient to the point of delivery, deliver the quantity ordered, and haul the balance of the wood in the car to their yards, at an additional cost of about fifty cents per cord, to avoid paying freight on several cords of wood more than desired by the purchaser under the rule complained of. An interpretation of the testimony in this case, which leads to the conclusion that, because witnesses who testified had knowledge of only two or three specific *complaints*, no reason exists for condemning the tariff provisions complained of, is, in my opinion, too narrow to satisfy the demands of justice.

The small amounts involved in particular shipments wherein the dealer or consumer may be required to pay excess freight or handle particular shipments at an otherwise unnecessarily increased cost, undoubtedly discourages *complaints* concerning particular shipments, but when, as disclosed by the record in this case, shippers "often have to pay that excess freight" and frequently have to handle wood shipments in a manner inconvenient and unnecessarily expensive, there comes a time when the shippers feel that they must attack the reasonableness of the rule responsible for these excess payments of freight and inconvenient methods of handling wood. The result is the formal complaint filed in this case challenging the reasonableness of the tariff provisions under consideration here. In fact, complaints against paying the excess freight in individual instances would accomplish nothing until the reasonableness of the tariff provisions requiring such payments is challenged in a formal complaint. As long as the tariff provisions remain unchallenged and unchanged the carriers cannot lawfully refund collections of such excess freight, neither is the Commission authorized to order refunds thereof.

Respondent contended at the hearing that the evidence introduced failed to show that the rule complained of has worked a hardship on the shippers because but two or three complaints concerning particular shipments were known to the witnesses who testified and took the position that the carriers endeavored to furnish the size of equipment ordered. If the carriers have endeavored to furnish the size of equipment ordered and have succeeded to the extent that but few complaints have been made, such endeavor and result, if made and accomplished in the past, clearly show that no injustice would result to the carriers, if such practice be made the rule, for the reason that if respondent's position is correct such rule would go no further than to confirm an existing practice which the carriers have found to be practicable and not burdensome. This action would relieve the shippers of the necessity of paying the so-called excess freight in those instances, which respondent contends are few in number, where the conditions are such that only a limited quantity of wood may be shipped. On the other hand, if, contrary to respondent's contention, there are many instances in which particular orders or conditions require the shipment of a limited number of cords of wood, then the rule complained of is manifestly unjust to shippers and, unless absolutely necessary, is unreasonable.

Respondent's defense of the rule complained of is based upon the statement of Mr. F. D. Burroughs, who, representing the defendant at the hearing, testified in part as follows:

"A change in this tariff was made after we had been operating for four or five years—I think it originally took effect in 1914 and it grew out of the misuse of our equipment, not so much by the cordwood shippers as by the millwood shippers. The circumstances were these: Under the previous ruling the alternative or lieu car, lieu, as we call it, which is carried in our Rules and Regulations Circular, Washington Public Service Commission No. 86, it was found to be common practice by several of the shippers of millwood who had knowledge of the average equipment of the railway to order the small cars with the practical certainty in their minds that they would have furnished a car of greater capacity and in which they could more conveniently load the full number of cords of the size of the car ordered. The result of that was that we were furnishing large cars and obtaining revenue only of the small cars."

From the above quotation it appears that the reason why respondent changed its tariff and published the exception to the general rule, doing away with the lieu car practice, was that shippers of mill wood, who had knowledge of the average equipment of respondent took advantage thereof and ordered small cars, expecting to receive cars of greater capacity, in which they could more conveniently load the number of cords corresponding to the size of the car ordered. If the change referred to, which took effect in 1914, and is the subject of this inquiry, has resulted in inconvenience and otherwise unnecessary expense and the frequent payment of so-called excess freight charges, it must be shown that it was necessary to do away with the lieu car privilege in order to prevent the misuse of equipment cited by Mr. Burroughs before such change can be sustained as reasonable. In other words, the lieu car privilege having been for a number of years provided for by rule, as stated by Mr. Burroughs, the carriers having changed that rule for the purpose of preventing certain misuse of equipment, and it appearing from the evidence that the change made by the carriers resulted in inconvenience, otherwise unnecessary expense to shippers, and the frequent payment of so-called excess freight, it should be held that the rule as modified by the carriers is unreasonable, *unless the evidence shows that it is impracticable to prevent the alleged misuse of equipment without doing away with the lieu car practice.*

No effort was made by respondent to show that it is impracticable to prevent misuse of equipment by mill wood shippers without destroying the lieu car practice.

Mr. Burroughs testified:

"It was held that in the method of handling wood, cord wood and mill wood, no injustice would be dealt to shippers if they were required to load full whatever car was furnished."

The respondent simply assumed that "no injustice would be dealt to shippers" by cancelling the lieu car rule and therefore made no attempt to frame a tariff provision which would prevent the misuse of equipment and preserve the general rule.

Respondent's witness made the general statement that misuse of equipment was practiced by mill wood shippers. Not a single instance of misuse of equipment was cited. None of the conditions or circumstances affecting shipments of mill wood was mentioned or described by any of the witnesses. No evidence which would enable the Commission to find whether or not it is practicable to

misuse of equipment and preserve the lieu car practice was offered. Record does not disclose as much as an assertion that misuse of equipment be prevented without doing away with the lieu car practice. Respondent not attempt to justify the discontinuance of the lieu car practice upon any grounds. Its contention was that "no injustice would be dealt to shippers were required to load full whatever car was furnished."

believe that the reasonableness of the rule should be determined. The made by the Commission do not determine whether the rule is reasonable or unreasonable; it determined nothing further than that complainant to show many complaints against the rule and therefore failed to show the rule is unreasonable.

order that the question may be finally settled the case should be referred for the purpose of securing evidence sufficient to enable the Commission determine whether or not it is necessary to discontinue the lieu car practice prevent misuse of equipment and thereupon the reasonableness of the rule be determined.

ated at Olympia, Washington, this 9th day of February, 1917.

FRANK R. SPINNING, *Commissioner*.

No. 4236.

ARD FUEL & ICE COMPANY, *Complainant*, v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Claim for reparation, where in a car which would hold 19 cords of wood 15½ cords were actually shipped and in another car which would convey 20 cords 15 9-16 cords were shipped, and notation on freight bill showed "small car ordered, large car furnished at company's convenience," and that these facts would overthrow company's tariff rule although amount collected was no greater than that to which respondent was entitled under its rule requiring wood cars to be loaded to fullest capacity. Held that under section 91, Public Service Commission act of this state (Laws Washington, 1913), where reparation is asked the rate charged must be challenged as unreasonable, and its unreasonableness established by evidence. Dismissed.

his cause came on for hearing at Spokane, Washington, on the 14th day of September, 1916, before Chairman E. F. Blaine and Commissioners A. A. Lewis and R. R. Spinning; the complainant was represented by R. W. Franklin, the respondent was represented by F. B. Burroughs, testimony was taken, exhibits introduced, the hearing was closed, and the case submitted. The Commission on February 16, 1917, entered the following

FINDINGS, OPINION AND ORDER.

I.

that the complainant is a corporation organized under the laws of the State of Washington and engaged in the fuel and ice business in the city of Spokane, Washington.

II.

that respondent is a corporation authorized to transact business in the State of Washington, and owns, operates and manages a system of railroads in the State of Washington for public use in the conveyance of persons and property for hire within said state.

III.

That on July 8, 1915, Grant McCann delivered to the Chicago, Milwaukee & St. Paul Railway Company, at Manito, Washington, Saxby, Washington, 15 9-16 cords of wood consigned to the Standard Fuel and Ice Company, Spokane, Washington, as per freight bill, a copy of which is as follows:

FREIGHT BILL

Consignee, Standard Fuel & Ice Co.		Spokane, Wash., Station 7-9-15.	
Destination, Spokane, Wash.		Freight Bill No. 349.	
Route T			
To the Chicago, Milwaukee & St. Paul Railway Company, Dr., for charges on articles transported.			
Waybilled from		Waybill date and number	
Manito, Wash.—Saxby, Wash.		7-8-15 7	
Full name of shipper		Car initials and number	
Grant McCann.		C., M. & St. P. 502519	
Number of packages, articles and marks	Weight	Rate	Freight
20 cords wood (15 9-16) or	43500	95	\$19 00
41x8½x5½—small car ordered,			
large car furnished at company's			
convenience.		Pltf. Ex. 2	
		Total,	\$19.00
		C., M. & St. P. Ry.	
		PAID	
		H. R. McCann, Agent	
		7-12 Vesey, Collector	

IV.

That on the arrival of said wood at Spokane the same was inspected by an officer of the city of Spokane and the following certificate was issued:

Pltf. Ex. 3

CERTIFICATE OF WOOD INSPECTION

Original—7018	Spokane, Wash., 7-14-1915.
This is to certify that I have inspected for Diamond Ice & Fuel, C., M. & St. P.	
Car No. 502519, said car contained 15½ cords of pine wood.	
Fee, 75c.	WILL CLARK,
	Deputy Inspector of weights and measures.
C., M. & St. P. Ry. Co.	
RECEIVED	
Nov. 2, 1915	
Freight Claim Dept.	

V.

That there was paid upon said carload of wood, by the Standard Fuel & Ice Company, the sum of \$19.00 freight; that thereafter the Standard Fuel & Ice Company demanded of the respondent the sum of \$4.20 as an overcharge on said car of wood.

VI.

That on July 6, 1915, Grant McCann delivered to the Chicago, Milwaukee & St. Paul Railway Company at Manito, Washington, Saxby, Washington, 15½ cords of wood consigned to the Standard Fuel & Ice Company, Spokane, Washington, as per freight bill, a copy of which is as follows:

FREIGHT BILL

Pltfs. Ex. 1.

Spokane, Wash., Station 7-7-15.

Freight Bill No. 223.

nee, Standard Fuel & Ice Co.
ation, Spokane, Wash.

T
the Chicago, Milwaukee & St. Paul Railway Company, Dr., for charges
on articles transported.

illed from	Waybill date and number			
anito, Wash.—Saxby, Wash.	7-6-15	4		
ame of shipper	Car initials and number			
rant McCann.	C., M. & St. P.	78572		
er of packages, articles and marks	Weight	Rate	Freight	Total
cords wood (15 3-8) or	48000	95	\$18 05	
x8½x6½—small car ordered,				Revenue
rge car furnished at company's				not
nvenience.	127495			collected

C., M. & St. P. Ry.

PAID

H. R. McCann, Agent

7-9 Vesey, Collector

VII.

hat on the arrival of said wood at Spokane the same was inspected by an
of the city of Spokane and the following certificate was issued:

Pltfs. Ex 4

CERTIFICATE OF WOOD INSPECTION

al—7922
Spokane, Wash., 7-15-1915.
his is to certify that I have inspected for Diamond Ice & Fuel, C., M. & St. P.
n. 78572, said car contained 15 9-16 cords of pine wood.
ee, 75c.

WILL CLARK,

Deputy Inspector of weights and measures.

VIII.

hat there was paid upon said carload of wood, by the Standard Fuel &
company, the sum of \$18.05 freight; that thereafter the Standard Fuel &
company demanded of the respondent the sum of \$3.45 as an overcharge
ld car of wood.

IX.

hat at the time said cars of wood were shipped the rules of the respond-
company had no minimum in relation to cars for the transportation of wood,
nder the rules of said company, all cars furnished for the handling of wood
to be loaded to their fullest capacity.

OPINION.

Dr. Dishman, of the plaintiff's company, stated that he did not know what
ars were ordered. Thus, the contention is limited to the facts that in one
ce, in a car which would hold 19 cords of wood, 15¾ cords were actually
ed, and in the other car, which would convey 20 cords of wood, 15 9-16
of wood were shipped, and upon each freight bill is the notation "Small
ordered, large car furnished at company's convenience."

is claimed that these facts would overthrow the company's tariff rule as
s furnished for the shipment of wood, and that reparation should be made

herein, although the amount collected in each instance was no greater than the amount to which the respondent is entitled to under its rules.

The only power this Commission has to grant reparation is under section 91 of the Public Service Commission law of this state, which reads as follows:

"Section 91. Overcharge.

"When complaint has been made to the Commission concerning the reasonableness of any rate, fare, toll, rental or charge for any service performed by any public service company, and the same has been investigated by the Commission, and the Commission shall determine that the public service company has charged an excessive or exorbitant amount for such service, the Commission may order that the public service company pay to the complainant the amount of the overcharge so found, with interest from the date of collection.

"If the public service company does not comply with the order for the payment of the overcharge within the time limited in such order, suit may be instituted in any court of competent jurisdiction to recover the same, and in such suit the findings and order of the Commission shall be *prima facie* evidence of the facts therein stated. If the complainant shall prevail in such action, he shall be allowed a reasonable attorney's fee, to be fixed and collected as part of the costs of the suit. All complaints concerning overcharges shall be filed with the Commission within two years from the time the cause of action accrues, and the petition for the enforcement of the order shall be filed in the court within one year from the date of the order of the Commission."

Under this section, where reparation is asked for, the rate charged must be challenged as unreasonable, and its unreasonableness must be established by the evidence.

Judson on Interstate Commerce (2d ed.), section 385, uses the following language:

"Sec. 385. Commission Must Find Reasonable Rate Before Ordering Reparation.

"It was held by the circuit court of appeals, eighth circuit, in *Denver R. G. R. Co. v. Baer Bros. Mercantile Co.*, 187 Fed. 485 (May, 1911), that in a proceeding before the interstate commerce commission to recover damages on a complaint by a shipper that the amount collected by the carrier at a lawful established rate has been excessive because that rate was unreasonable, the finding and prescription by the commission of a reasonable maximum rate to be observed by all and an order by the commission prohibiting the use of a rate in excess thereof, as provided in section 15, were conditions precedent to the exercise of the power under section 16, to order reparation. The court said that an order of reparation without such an establishment of a reasonable maximum rate was beyond the power of the commission and void, and as no rate was prescribed and no rate forbidding the future use of an excessive rate was made in the case, the commission's order of reparation was beyond its power and void. The court therefore reversed the judgment rendered in the circuit court without considering the other questions raised in the case."

Abiding by the law of this state and the decisions of the courts, we cannot grant the relief prayed for by the complainants.

WHEREFORE, IT IS ORDERED, That the complaint be, and the same is hereby dismissed.

No. 4248.

NORTH RIVER TIMBER COMPANY, Complainant, v. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Respondent.

Held that a \$1.25 blanket log rate from Hanna, a branch line point, to tidewater, 7 to 13 miles, is exorbitant, when respondent maintains a blanket log rate of \$1.00 from Saginaw, a main line point, to the same tidewater points, distances up to 20 miles. Rate of \$1.00 established for Hanna.

This cause came on for hearing at Olympia, Washington, on the 16th day of April, 1917, before Commissioner A. A. Lewis, the Commission being represented by Hance H. Cleland, assistant attorney general, and Official Reporter Kaler; the respondent being represented by Blaine Hallock, its attorney, upon testimony was taken and thereafter briefs were filed by the respective parties. September 18, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

That the respondent the Oregon-Washington Railroad & Navigation Company is a foreign corporation, and having complied with the laws of the State of Washington is entitled to do business in said state, and said respondent is engaged in the transportation of property and passengers for hire.

II.

That the complainant is a corporation of the State of Washington and is engaged in the logging business in what is known as the North River country, Clallam Harbor county, State of Washington. That the complainant's logging camp is located at Hanna, a spur on the North River railroad line of the respondent.

III.

That the distance from said spur to tidewater is practically seven (7) miles.

IV.

That the respondent charges the complainant \$1.25 per thousand feet board measure on logs originating at Hanna and destined for the following tidewater points, to-wit: Cosmopolis, Preachers Slough, South Aberdeen, Aberdeen and Hoquiam.

V.

That the distance from Hanna to Cosmopolis is seven miles, from Hanna to Preachers Slough nine miles, from Hanna to South Aberdeen nine miles, from Hanna to Aberdeen ten miles, and from Hanna to Hoquiam thirteen miles.

VI.

That the \$1.25 rate is a log blanket rate from Hanna covering the tidewater points mentioned in Finding V.

VII.

That the complainant started shipping logs from Hanna in June, 1916, and averaged shipping seven or eight cars per day. The bulk of complainant's logs was dumped at Aberdeen.

VIII.

That the complainant contends that the rate of \$1.25 per thousand feet board measure is excessive and exorbitant, and that the same should not exceed \$1.00 per thousand feet board measure.

IX.

Respondent's North River line extends from North River Junction of the Chicago, Milwaukee & St. Paul and Oregon-Washington Railway & Navigation Company to Primo.

X.

In hauling logs from Hanna to South Aberdeen they move over the North River line of respondent from Hanna to North River Junction, and from thence to Hoquiam and intermediate points over the so-called main line of the Chicago, Milwaukee & St. Paul railroad, and the Oregon-Washington Railway & Navigation railroad.

XI.

From Saginaw on the Chicago, Milwaukee & St. Paul railway and Oregon-Washington Railway & Navigation Company's railway, for the Saginaw Timber Company, there is a log blanket rate to Cosmopolis, Preachers Slough, South Aberdeen, Aberdeen and Hoquiam of \$1.00 per thousand feet board measure. This rate was granted by the respondent. The distance from Saginaw to Preachers Slough being sixteen miles and to Cosmopolis twenty miles.

XII.

Neither Hanna nor Saginaw are competitive points.

XIII.

Complainant has paid all of its freight bills for log hauling under protest.

XIV.

Logs dumped at Cosmopolis can be rafted and can be towed to Hoquiam, the towage being three to four cents per thousand feet board measure.

XV.

The respondent's North River line was built several years ago, but not put into use by the railroad until the spring of 1916. The first shipment of logs over the road was June 29, 1916.

XVI.

At the time of taking testimony herein there was being shipped over the North River branch line thirty (30) cars of logs per day and more logs were being offered.

XVII.

The revenue per car on logs of the respondent's North River branch is \$8.75; this is on the basis of a minimum of 7,000 feet per car.

XVIII.

The country through which the respondent's North River branch line runs is rolling and heavily covered with merchantable timber. There are some one per cent adverse grades upon this branch line road. Trains of twenty-five loaded logging cars are hauled over the road.

XIX.

There are no commodity distance log tariffs upon respondent's North River branch line.

XX.

The annual report of the Oregon-Washington Railroad & Navigation Company filed with this Commission for the year ending June 30, 1916, among other things shows the following:

Page 310—Joint facilities maintained or operated by the Oregon-Washington Railroad & Navigation Company:

Line between Helsing Jct. and Hoquiam—60.97 miles.

Participating carrier, C., M. & St. P. Ry. Co.

Maintenance and operation divided on basis of wheelage.

Page 400—Road operated at close of year, states under "Branches and Spurs":

Line between Centralla and Helsing Jct.—11.20 miles.

Line between Primo and North River Jct.—12.04 miles.

The last two named branches are shown to be operated by the O.-W. R. & N. Co.

Centralla is the connecting point with the main line between Vancouver and Ta-

Page 316 shows the name of carrier operating or maintaining this line as the Ry. Co., and that the O.-W. R. & N. Co. pays an annual rental, maintenance and operation divided on a wheelage basis."

OPINION.

We believe that the day has arrived in railroad development in the State of Washington when distance commodity rates should be carried in the tariffs of railroad common carriers. Things indeed are crude and unsatisfactory when each party desiring to engage in the logging business or other industry goes to the railroad company and make a special bargain. The case under consideration is a fair illustration of the inequalities which must creep in when such a practice is permitted. The distance from Hanna to tidewater is practically one-half the distance from Saginaw to tidewater, yet the rate from Hanna is \$1.25 per thousand feet board measure, while the rate from Saginaw is .00 per thousand feet board measure.

The respondent seeks to justify this radical difference in rates by the fact that the haul from Saginaw to tidewater is a main line haul while the haul from Hanna to tidewater is partly a branch line haul and partly a main line haul. That a branch line haul is more expensive than the main line haul for the reason that the cars at Saginaw can be picked up by a regular local freight train while the haul from Hanna or other points on the branch line is performed purely as a logging proposition by a so-called logging train.

In another case which the Commission is now considering the reverse of this proposition is maintained by a so-called railroad freight expert.

We are not unmindful of the fact that the testimony in this case shows that twenty-five logging cars to the train are hauled over this branch line, and that this line has only been opened a short time more cars of logs are offered to the railroad company than it is able to haul. We are satisfied from the testimony that this branch line, when given a reasonable length of time for development, will be a large and lucrative producer of revenue.

We are not satisfied with the contention of respondent, that the maintenance of this branch line will be abnormal, neither are we satisfied with respondent's claim when it seeks to bring in as an operating expense the money expended by it in opening up for the first time this branch line for the handling of freight. Neither are we satisfied with the testimony of respondent in including interest in its "out of pocket" costs.

The respondent contends that it is in a different situation than some other roads in that where it hauls logs to tidewater at Grays Harbor it will not

receive the manufactured products of those logs to be transported over its line to eastern points. We have shown in a finding that from the Grays Harbor district to eastern points the respondent has a through route over its own line or jointly operated lines. Such being the case, and further examining the annual report of the respondent company filed with this Commission, and finding that 49.29 per cent of its tonnage in the State of Washington is lumber and other forest products, we must conclude that the respondent does, as a matter of fact, receive for transportation over its line to eastern points a large amount of lumber manufactured in the sections of Washington into which its lines reach. That this North River line will richly serve the purpose as a feeder to the main line is beyond peradventure. A maximum grade of one per cent is not a railroad deterrent, and the fact that there are no towns along the North River branch which demand conveyance of freight paying a higher rate than logs, while an element, is not a controlling factor. This road pierces the "forest primeval" and like other sections of our state probably will support a railroad when the valley and rolling country is denuded of its trees.

The respondents having established the rate from Saginaw to Hoquiam and other intermediate points, we must presume that that is a just, reasonable and sufficient rate, and justifies us in using it in a comparison of rates.

ORDER.

Wherefore, we find that the rate of one dollar and twenty-five cents (\$1.25) per thousand feet board measure on logs in carload lots, minimum 7,000 feet per car, from Hanna to tidewater points, is an excessive rate, and that a rate of one dollar (\$1.00) per thousand feet board measure on logs in carload lots, minimum 7,000 feet per car from Hanna to Cosmopolis, Preachers Slough, South Aberdeen, Aberdeen and Hoquiam, is a sufficient commodity rate upon logs for the services performed, and respondent is hereby directed to prepare and file tariffs in conformity with this order, within ten days from date of service hereof, said tariffs to become effective on date of filing.

REHEARING DENIED.

This cause came on for hearing at Olympia, Washington, on the 3d day of October, 1917, before Chairman E. F. Blaine and Commissioner Frank R. Spinning upon the petition of the Oregon-Washington Railroad and Navigation Company for a rehearing of the above entitled cause, and the Commission having fully considered said petition and being fully advised in the premises, October 3, 1917, made the following

ORDER.

WHEREFORE, IT IS ORDERED, That the prayer of the said petitioner for a rehearing of the above entitled cause be, and the same is hereby denied.

No. 4277.

Petition to Interstate Commerce Commission to Suspend Increased Tariffs.

December 13, 1916, the Commission asked the interstate commerce commission to suspend proposed increases, particularly on fruit juices eastbound, and for a hearing.

No. 4200.

THE MILL COMPANY et al., Complainants, v. HARTFORD & EASTERN RAILWAY COMPANY, Respondent.

Complaint of lack of train service due to snow. Found earnings of company do not warrant expenditure for purchase of snow plow. Ordered that company maintain a regular schedule over its line, and whenever company deems it impossible to maintain such regular service to any point Commission be immediately advised. (See order in cause No. 4502 post.)

This cause came on for hearing at Everett, Washington, January 29, 1917, Commissioners A. A. Lewis and Frank R. Spinning. The complainants represented by Mr. P. D. Mackie, Mr. R. D. Mackie, Mr. William Buchanan and Mr. Walker. The respondent company was represented by its attorneys, J. Coleman and Fogarty, and Mr. W. P. Bell. May 7, 1917, the Commission entered the following

FINDINGS AND ORDER.

I.

That the complainants are patrons of the Hartford & Eastern Railway Company and reside along the line of said railway.

II.

That the respondent is a corporation organized and existing under and by virtue of the laws of the State of Washington, operating, managing and conducting the Monte Cristo branch of the Northern Pacific Railway for public use and conveyance of persons and property for hire, and is a common carrier subject to the provision of chapter 117, Session Laws 1911 of the State of Washington, the same being the Public Service Commission law of said state.

III.

That the line of railway operated by said respondent extends from the town of Hartford, Snohomish county, to the town of Monte Cristo in said county, a distance of about forty (40) miles.

IV.

That most of the country traversed by said line of railway is very mountainous, and, during the late fall, winter and early spring months, the snowfall is exceedingly heavy.

V.

That the chief industries contributory to the line of said railway are lumbering, stock-raising, farming and mining.

VI.

That during the winter months, slides of earth and rock have frequently occurred at certain points upon the line, which cover the track and prevent the movement of trains, in some instances, for a considerable length of time, and at such time the patrons, or some of them, have been without service; also in the district from Gold Basin to Silverton and Monte Cristo, snow has fallen upon the track to such a depth as to prevent the movement of trains, and this has resulted in the patrons, or some of them, being without service for a considerable length of time.

VII.

That the principal cause of complaint is to the effect that the company does not diligently expedite the clearing of the track when the same is blocked by slides or snow.

VIII.

That during the periods when the track is open, the service is generally satisfactory.

IX.

That the track is now open to Silverton and is in condition to operate trains with safety at low speed.

X.

That the respondent maintains no train registers at points where runs may terminate.

XI.

That the equipment of the company for removing snow from the track consists of a snow plow of the Russell type built and attached to a flat car which is pushed by a sixty-five ton, rod-connected locomotive.

XII.

That the earnings of the company from passenger and freight business upon its line do not warrant the expenditure of a sum of money sufficient to purchase a rotary snow plow.

ORDER.

IT IS ORDERED, That the respondent, the Hartford & Eastern Railway Company, shall within thirty (30) days from the effective date of this order, install and maintain train register books at all stations at which runs may terminate; and, that all trains be registered as to the time of their arrival and departure in order that the Commission may at any time check the actual service rendered.

IT IS FURTHER ORDERED, That the company maintain a regular schedule of service over its line, and that whenever it is deemed impossible by the company to maintain such regular service to any point, respondent company immediately advise the Commission to that effect.

No. 4804.

PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* W. R. BURKE, *Complainant*,
v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Complaint that during car shortage cars were distributed to mills on basis of annual capacity of plant, though complainant's mill operated full time and other mills but 60 per cent of the time. Held, a potential offering of freight should as a rule be as effective in the establishment of rights in the distribution of cars in case of car shortage as an actual offering. Proper distribution in time of shortage cannot be dealt with on any fixed arbitrary and unelastic regulation, but must finally rest with the exercise of the sound discretion in the station agent. The only reason all mills did not operate full time was car shortage. Dismissed.

This cause came on for hearing at Seattle, Washington, on the 27th day of January, 1917, before Chairman E. F. Blaine and Commissioner F. R. Spinning.

complainant being represented by J. B. Alexander, his attorney, the respondent being represented by F. G. Dorety, its attorney, testimony of witnesses being taken, and exhibits introduced, and argument of counsel had, and February 9, 1904, the Commission made the following

FINDINGS, OPINION AND ORDER.

I.

That the plaintiff owns and is interested in the operation of a shingle mill at Anacortes, Washington.

II.

That the respondent is a corporation engaged in the transportation of freight for hire within the State of Washington.

III.

That at all times in these findings mentioned there were and still are in operation the following shingle mills:

The plaintiff's mill, called the Burke mill, 6 shingle machines;
The Corbett mill, with 8 shingle machines;
The Jamison mill, with 8 shingle machines;
The Cavanaugh mill, with 8 shingle machines;
The Rickert mill, with 6 shingle machines, with two to four in operation;
The Vincent mill, with 6 shingle machines;
The Hamilton mill, differently equipped than the other mills for manufacturing shingles, rated as the Cavanaugh mill.

IV.

That each of these mills have a kiln capacity practically in proportion to the shingle output of each mill.

V.

That all of these mills are dependent upon the Great Northern Railway Company for the shipment of shingles manufactured therein.

VI.

That by an agreement heretofore entered into between the agent for the Great Northern Railway Company at Anacortes and the mill operators at that place it appears that the capacity of each mill was calculated by the number of shingle machines installed and considering the shipments from these mills to the Great Northern Railway during a certain past period, cars, during a certain time, to be distributed accordingly. This agreement has been followed in the distribution of cars by the Great Northern agent at Anacortes during the shortage period covering the last several months.

VII.

That owing to a car shortage during several months last past, and owing to the shortage of cars, all the shingle mills at Anacortes, except the mill of the complainant, have operated sixty per cent of the time, the mill of the complainant being operated practically all of the time. That when the mill of the complainant was not furnished with sufficient cars the shingles were stored in the warehouse at complainant's mill and there is now accumulated in the warehouse over nine millions of shingles; the other mills at Anacortes having

followed the practice of running until their dry kilns were full and then close down until they could get cars.

OPINION.

This has been a pleasant case to hear. In the testimony of witnesses and in the argument of counsel not an acrimonious or unpleasant word was spoken. The complainant is a man of discernment and his frankness upon the witness stand is most commendable. He testified that the agent of the respondent railroad company at Anacortes is a fair and able man and one worthy of promotion.

As we view the facts, the law applicable to them has been laid down by a commission in which we place great reliance, namely, the Interstate commerce commission. Counsel for the complainant states that a commodity which exists in form and place ready to go into the cars has rights in the distribution of cars, in case of car shortage, superior to a commodity which only exists in what is styled potentiality.

It is common knowledge that in modern methods of mining, milling and manufacturing, the movement of raw material to finished product in the railroad car is practically continuous. Storage of the finished produce for future shipment constitutes but a small per cent of the plant output. The shingle industry in this state is a marked example of the raw material passing into the mill, the manufactured produce passing into the dry kiln and from the dry kiln into the railroad car, storage at the mill plant being but a secondary consideration.

In the case of *McCaa Coal Company v. C. & O. Ry. Co.*, 30 I. C. C., page 536, it is said: "The best basis for the distribution of cars in this case is the proportionate necessity of the mines as indicated by past performances extending over periods of car shortage, as well as periods of free distribution. No basis of distribution can be absolutely precise. It is not necessary, however, to imagine anything or to deal in speculations or possibilities."

We are inclined to look upon the rule as laid down in the McCaa case with favor, and we believe that it was substantially followed in the agreement formulated by the railroad agent and the shingle manufacturers at Anacortes. From the testimony it appears that in forming the agreement above mentioned, that the capacity of each shingle plant, calculated upon the shingle machines installed, in conjunction with the actual performance over a given period, were the main elements considered in arriving at what would be deemed the best distribution of cars during a car shortage period.

We have not overlooked the thought expressed in the McCaa case that performance during car shortage is to be taken into consideration. In our opinion, however, performance as influenced by car shortage should not be considered as a factor in any readjustment by the railroad agent, but the railroad agent should in readjusting the distribution of cars, take into consideration any factor which might be found to be the result of anything under the control of the shipper or manufacturer.

A potential offering of freight should as a rule, under modern conditions, be as effective in the establishment of rights in the distribution of cars in case of car shortage, as an actual offering.

The rule seems to be that the question of the proper distribution of cars in time of shortage is one that cannot be dealt with on any fixed arbitrary and unelastic regulation but must finally rest with the exercise of the sound discretion in the station agent. *R. R. Com. of Iowa v. C. R. I. & P. R. R.*, 29 I. C. C. 404.

Not all discriminations are unlawful, but only those that are unjust. *American Coal & Coke Co. v. M. R. R. Co.*, 36 I. C. C. 193.

The fewer and simpler the elements entering into the equation of car distribution in case of car shortage, the less the liability of the local agent to err.

While facilities to store the product of a plant are to be deemed plant equipment, one of their purposes is to store the product in order to take advantage of market conditions. When the markets are good and cars are plentiful the warehouse is largely a nonessential. Should it be made an element in the distribution of cars in case of car shortage, what might or might not be a warehouse probably would become a perplexing question to the local agent provocative of contention, if not litigation.

We are satisfied from the evidence that the shingle market during the last few months has been such that all the shingle mills at Anacortes would have had a ready market for all the output of their plants, run at full capacity, and the only reason that each of said mills was not operated on full time was the car shortage, and we do not consider that any conditions have arisen since the agreement herein mentioned was entered into which would in any manner justify the Commission in interfering with it, and substituting our judgment for that of the agent at Anacortes.

WHEREFORE, IT IS ORDERED, That this cause be, and the same is hereby dismissed.

No. 4311.

Petition to Interstate Commerce Commission.

January 30, 1917, the Commission petitioned the interstate commerce commission that terminal rates be extended to Olympia.

No. 4324.

TOWN OF GARFIELD, *Complainant*, v. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, INTERIOR WAREHOUSE COMPANY AND GARFIELD UNION WAREHOUSE COMPANY, *Defendants*.

Complaint filed January 10, 1917, seeks to compel removal of warehouse because it shuts off view of approaching trains at grade crossing in Garfield.

Pending.

No. 4350.

WESTERN PINE MANUFACTURING COMPANY, PHOENIX LUMBER COMPANY, WESTERN PINE BOX SALES COMPANY, CRESCENT BOX AND WOODENWARE COMPANY, OPPORTUNITY BOX COMPANY, HEDLUND BOX & SHINGLE COMPANY, J. J. MARISCHALL & COMPANY, *Complainants*, v. NORTHERN PACIFIC RAILWAY COMPANY AND OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, *Respondents*.

Held that the proposed rates of 15 cents on box shooks, from Dishman and intermediate points and from Spokane and intermediate points to North Yakima and from Cascade Locks and Hood River, Ore., to Sunnyside and North Yakima are unjust, unfair and unreasonable. Ordered that companies reestablish rate of 12 cents as covered in previous tariffs.

This matter coming on regularly for hearing before the Washington Public Service Commission in the city of Spokane on the 5th day of April, 1917, pur-

suant to notice regularly given; there being present Chairman E. F. Blaine, and Commissioners A. A. Lewis and Frank R. Spinning; Hance H. Cleland, assistant attorney general, and O. O. Calderhead, statistician, appearing for the Commission; and J. W. Quick, appearing for the Northern Pacific Railway Company and the Oregon-Washington Railroad & Navigation Company; and Stephen V. Carey, appearing as counsel for the complainants; evidence having been introduced, witnesses examined, exhibits submitted and the matter submitted to the Commission for decision. The Commission May 1, 1917, entered the following

FINDINGS AND ORDER.

I.

That the complainants are shippers and representatives of shippers of box shooks and other products of lumber from Spokane, Dishman and vicinity to many and various destinations within the State of Washington and in the United States.

II.

That the respondents above named are common carriers engaged in the business of transportation of persons and property wholly by railroad between points in the states of Washington, Oregon and other states of the United States.

III.

That the Northern Pacific Railway Company by supplement No. 21, effective August 1, 1916, to its local, joint and proportional freight tariff No. 792-D, W. P. S. C. No. 876, reduced the rate on box shooks, carload, Dishman, Washington, and intermediate points, to North Yakima, Washington, from 16 cents to 15 cents, and that the Oregon-Washington Railroad & Navigation Company, by supplement No. 4, effective August 1, 1916, to its local joint and proportional freight tariff No. 378, W. P. S. C. No. 344, made a similar reduction on lumber and articles specified under item No. 45 of tariff, Spokane, Washington, and intermediate points to North Yakima, Washington, and also advanced the rate on lumber and articles named under item No. 45 of tariff from Cascade Locks and Hood River, Oregon, to Sunnyside and North Yakima, Washington, from 12 cents to 15 cents.

IV.

That the Oregon-Washington Railroad & Navigation Company, by item No. 190-B, supplement No. 6, effective October 1, 1916, to its local joint and proportional freight tariff No. 378, W. P. S. C. No. 344, reduced the rate on lumber and articles specified under item No. 45, with the exception of box shooks, Cascade Locks and Hood River, Oregon, to Sunnyside and North Yakima, Washington, from 15 cents to 12 cents, and under item No. 414 named rate on box shooks, Cascade Locks to Sunnyside and North Yakima of 15 cents.

V.

That the Northern Pacific Railway Company, by supplement No. 1, effective October 1, 1916, to its local joint and proportional freight tariff No. 792-E, W. P. S. C. No. 1067, reduced the rate on box shooks, carload, Dishman, Washington, and intermediate points to North Yakima, Washington, to 12 cents, and that the Oregon-Washington Railroad & Navigation Company, by supplement No. 7, effective October 6, 1916, to its local joint and proportional freight tariff No. 378, W. P. S. C. No. 344, made a similar reduction Spokane, Washington, and intermediate points to North Yakima.

VI.

That the Northern Pacific Railway Company, by supplement No. 6, effective March 12, 1917, to its local joint and proportional freight tariff No. 792-E, W. P. S. C. No. 1067, advanced the rate on box shooks, carload, Dishman, Washington, and intermediate points to North Yakima, Washington, to 15 cents, and the Oregon-Washington Railroad & Navigation Company, by supplement No. 9, effective March 12, to its local joint and proportional freight tariff No. 378, W. P. S. C. No. 344, makes a similar advance Spokane to North Yakima, Washington, and also advances the rate on lumber and articles specified in item No. 45, Cascade Locks and Hood River, Oregon, to Sunnyside and North Yakima, Washington, from 12 cents to 15 cents.

VII.

That the proposed increases are inherently unfair, unjust, unreasonable and excessive also, as compared with rates in effect from other producing points to North Yakima, Washington, and other consuming points, as shown by statement attached, Exhibit 1.

VIII.

That operating conditions on the Northern Pacific Railway between Coast points and the North Yakima district are unquestionably more severe than between Spokane and the North Yakima district, due to the grade over the Cascade mountains; that the general trend of empty cars is westward, and that in consideration of these facts a just, reasonable and sufficient rate from Spokane to points east of the Cascade range should be based on less revenue per ton mile than from Coast points to points east of the Cascade mountains.

IX.

The operating conditions from Spokane to as far west as Thorpe on the Northern Pacific Railway, compare more favorably from Goldendale, Washington, on the Spokane, Portland & Seattle Railroad to Dayton, Washington, via Pasco and the Northern Pacific Railway, and from Cascade Locks, Oregon, on the Oregon-Washington Railroad & Navigation Company to Pomeroy, Washington, between which points rates have been voluntarily maintained for some time, showing an average revenue per ton mile of 8.89 miles, which would indicate that a just, reasonable and sufficient rate, Spokane, Washington, to Thorpe, Washington, a distance of 279.9 miles, should not exceed 12½ cents, and to Ellensburg, Washington, a distance of 272.4 miles, should not exceed 12 cents; that this amount should be the maximum to all intermediate points on the Northern Pacific Railway Company and to North Yakima, Sunnyside, Wallula, Pendleton, Pomeroy, and Turner and all intermediate points on the Oregon-Washington Railroad & Navigation Company.

X.

That the rates as shown by Northern Pacific Railway Supplement No. 1 to its local, joint and proportional freight tariff No. 792-E, effective October 1, 1916, and Oregon-Washington Railroad & Navigation Company's Supplement No. 7 to its local, joint and proportional freight tariff No. 378, effective October 6, 1916, are fair, just and reasonable, and sufficiently remunerative.

From the foregoing findings the Commission concludes that the carriers have not justified the proposed increase in rates as set out in their supplements

No. 6 to N. P. Ry. local, joint and proportional freight tariff No. 792-E, and No. 9 to O.-W. R. & N. Co.'s local, joint and proportional freight tariff No. 378.

It is ORDERED, That the Northern Pacific Railway Company and the Oregon-Washington Railroad & Navigation Company, the respondents herein, be, and they are hereby notified and required to cancel said proposed schedules on or before May 28, 1917, and that this proceeding be discontinued, that thereafter no change be made in the rates herein found to be fair, just and reasonable and sufficiently remunerative without first obtaining the consent of the Commission.

No. 4851.

CONWAY-FIR COMMERCIAL CLUB, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Complaint as to station facilities at Fir. Suggestions made as to improvements. If same are made complaint to be dismissed.

This cause came on for hearing before Commissioner A. A. Lewis at Everett, Washington, May 2, 1917. The complainant was represented by Mr. Melkild, Mr. William Sund, Mr. C. T. Gould and Mr. John S. Finstad. The respondent was represented by Judge F. V. Brown, its attorney.

The petition of complainant recites that the respondent, the Great Northern Railway Company, is a corporation owning and operating a railway system in the State of Washington, one line of which extends through the town of Fir in Skagit county, Washington, said railway company and railway system being subject to the public service laws of the State of Washington; that said respondent maintains a passenger depot in the town of Fir where it receives and discharges passengers; and that respondent has failed to maintain proper and sufficient lights in said depot and for the platform at said station to render same sufficiently safe and convenient for use by the public, and has failed to provide drinking water in its depot waiting room for the comfort and convenience of its patrons.

During the hearing, by consent of the parties hereto, the complaint was amended to include the lack of convenient exit from the team track at Fir, alleging that there is but one entrance to the spur or team track, it being necessary to back teams and automobiles over the railroad track in order to return to the highway when loading and unloading freight from cars.

Fir is an unincorporated town. Approximately four hundred fifty (450) registered voters reside in the precinct. The town is a trading point for a fairly well populated district of approximately five (5) miles square. During the period of twelve (12) months ending April 30, 1917, one hundred two (102) cars of freight were unloaded, and sixty-eight (68) cars loaded at this station. All persons traveling by rail in and out of Fir use the passenger facilities of the respondent company. The depot, which is located on an elevation, is at present lighted by coal-oil lamps. On the west side of the depot, steps lead from the platform to the street twelve feet below. No lights are located sufficiently near these steps. The living quarters of the station agent, which are in the rear of the depot, have piped, running water thereto. In the waiting room, however, there is no running water for drinking purposes.

The respondent shows the earnings of Fir station to be as follows:

	1916	1917
January	\$253 95	\$348 45
February	184 35	286 00
March	296 75	.....
April	305 35	.....
May	224 80	.....
June	249 10	.....
July	519 50	.....
August	314 05	.....
September	331 95	.....
October	281 75	.....
November	430 70	.....
December	409 70	.....
Total.....		\$3,801 95

The train schedules for Fir station are as follows:

No. 357 at 5:10 A. M.
 No. 277 at 8:14 A. M.
 No. 360 at 10:41 A. M.
 No. 270 at 1:55 P. M.
 No. 273 at 5:10 P. M.
 No. 278 at 8:20 P. M.

An engineer's estimate of the cost of the various improvements was filed as an exhibit in the case by respondent's attorney, which estimate is as follows:

Installing 10 electric lights.....	\$75 00
Installing drinking fountain.....	35 00
Removing north step and building an incline.....	55 00
Removing three of the south steps and filling in incline.....	5 00
Constructing roadway from team track to highway.....	340 00

The Commission's inspector, Mr. J. F. Reardon, who was detailed by the Commission to make a physical inspection of the facilities at Fir and report thereon for the record in this case, reported in substance as follows:

"With reference to inconvenience of team track, the distance between the tracks is twenty-eight (28) feet from center to center. This does not give room to turn a wagon without backing over the track. I would recommend that some old bridge stringers be used to put in a driveway from the tracks to the highway, which is about ninety (90) feet. This will require a bridge of about two bents, not expensive to construct. The bridge should be located along lot ten (10) or eleven (11). I would recommend that three (3) lights be installed as shown on blueprint. This will give ample light at both entrances to the depot from the street. With reference to the steps and stairway, I would recommend that the steps be dispensed with and a slight incline put in and the steps on the southwest corner be made shorter by making a three-foot fill at the bottom. With reference to water in the waiting room, this will require about twenty (20) feet of one-half inch pipe, one (1) faucet and drip tray. There should also be an eave spout over the freight door on the team side of the depot."

The Commission is of the opinion that the lighting improvements as recommended by the Commission's inspector should be made, also the change in the steps leading to the depot platform and the driveway leading from the team track. Regarding the matter of running water in the waiting room, it is doubtful if the traveling public suffers any inconvenience or that the necessities are sufficient to require the respondent to maintain running water in the waiting room of a depot in a town the size of Fir, inasmuch as fresh drinking water can

YAKIMA COUNTY

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Acres</i>
100 ft. R/W through NE $\frac{1}{4}$ SE $\frac{1}{4}$	23	9N	23E	1.72
130 ft. R/W through NW $\frac{1}{4}$ SW $\frac{1}{4}$	24	9N	23E	1.52
Irreg. R/W through SW $\frac{1}{4}$ SW $\frac{1}{4}$	24	9N	23E	2.22
Irreg. R/W through SE $\frac{1}{4}$ SW $\frac{1}{4}$	24	9N	23E	3.49
60 ft. R/W through SW $\frac{1}{4}$ SE $\frac{1}{4}$	24	9N	23E	1.05
60 ft. R/W through NW $\frac{1}{4}$ NE $\frac{1}{4}$	25	9N	23E	.96
Irreg. R/W through NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	9N	23E	2.91
Tri. southwesterly of R/W in N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	9N	23E	2.75

BENTON COUNTY

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Acres</i>
60 ft. R/W through NW $\frac{1}{4}$ NW $\frac{1}{4}$ (lot 1).....	30	9N	24E	1.59
60 ft. R/W through SW $\frac{1}{4}$ NW $\frac{1}{4}$ (lot 2).....	30	9N	24E	.41
60 ft. R/W through SE $\frac{1}{4}$ NW $\frac{1}{4}$	30	9N	24E	2.00
60 ft. R/W through SW $\frac{1}{4}$ NE $\frac{1}{4}$	30	9N	24E	1.93
Triangle in SE $\frac{1}{4}$ NE $\frac{1}{4}$	30	9N	24E	.01
Triangle in NW $\frac{1}{4}$ SE $\frac{1}{4}$	30	9N	24E	.18
100 ft. R/W through NE $\frac{1}{4}$ SE $\frac{1}{4}$	30	9N	24E	3.25
60 ft. R/W through NW $\frac{1}{4}$ SW $\frac{1}{4}$	29	9N	24E	1.97
60 ft. R/W through NE $\frac{1}{4}$ SW $\frac{1}{4}$	29	9N	24E	.62
Irreg. R/W through SE $\frac{1}{4}$ SW $\frac{1}{4}$	29	9N	24E	1.88
60 ft. R/W through SE $\frac{1}{4}$ SE $\frac{1}{4}$	29	9N	24E	1.82
100 ft. R/W through SW $\frac{1}{4}$ SE $\frac{1}{4}$	29	9N	24E	3.09
60 ft. R/W through SW $\frac{1}{4}$ SW $\frac{1}{4}$	28	9N	24E	1.85
100 ft. R/W through SE $\frac{1}{4}$ SW $\frac{1}{4}$	28	9N	24E	3.02
60 ft. R/W through SW $\frac{1}{4}$ SE $\frac{1}{4}$	28	9N	24E	1.85
Irreg. R/W through SE $\frac{1}{4}$ SE $\frac{1}{4}$	28	9N	24E	2.78
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, less .54 acre R/W.....	28	9N	24E	4.46
Irreg. R/W through SW $\frac{1}{4}$ SW $\frac{1}{4}$	27	9N	24E	3.53
80 ft. R/W through SE $\frac{1}{4}$ SW $\frac{1}{4}$	27	9N	24E	2.44
100 ft. R/W through SW $\frac{1}{4}$ SE $\frac{1}{4}$	27	9N	24E	3.06
100 ft. R/W through SE $\frac{1}{4}$ SE $\frac{1}{4}$	27	9N	24E	3.06
Irreg. R/W through SW $\frac{1}{4}$ SW $\frac{1}{4}$	26	9N	24E	2.40
60 ft. R/W through SE $\frac{1}{4}$ SW $\frac{1}{4}$	26	9N	24E	1.86
60 ft. R/W through SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	9N	24E	1.86
Irreg. R/W through SE $\frac{1}{4}$ SE $\frac{1}{4}$	26	9N	24E	4.76
Irreg. R/W through SW $\frac{1}{4}$ SW $\frac{1}{4}$	25	9N	24E	1.77
Irreg. R/W through NW $\frac{1}{4}$ SW $\frac{1}{4}$	25	9N	24E	.84
80 ft. R/W through NE $\frac{1}{4}$ SW $\frac{1}{4}$	25	9N	24E	2.50
Irreg. R/W through NW $\frac{1}{4}$ SE $\frac{1}{4}$	25	9N	24E	2.44
60 ft. R/W through NE $\frac{1}{4}$ SE $\frac{1}{4}$	25	9N	24E	1.84
100 ft. R/W through NW $\frac{1}{4}$ SW $\frac{1}{4}$ (lot 3).....	30	9N	25E	3.01
80 ft. R/W through NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	9N	25E	2.26
200 ft. R/W through NW $\frac{1}{4}$ SE $\frac{1}{4}$	30	9N	25E	5.89
Triangle in SW $\frac{1}{4}$ NE $\frac{1}{4}$	30	9N	25E	.03
Triangle in NE $\frac{1}{4}$ SE $\frac{1}{4}$	30	9N	25E	1.60
Triangle in SE $\frac{1}{4}$ NE $\frac{1}{4}$	30	9N	25E	1.25
Irreg. R/W through SW $\frac{1}{4}$ NW $\frac{1}{4}$	29	9N	25E	2.10
100 ft. R/W through SE $\frac{1}{4}$ NW $\frac{1}{4}$	29	9N	25E	3.02
100 ft. R/W through SW $\frac{1}{4}$ NE $\frac{1}{4}$	29	9N	25E	3.02
Irreg. R/W through SE $\frac{1}{4}$ NE $\frac{1}{4}$	29	9N	25E	2.89
Irreg. R/W through SW $\frac{1}{4}$ NW $\frac{1}{4}$	28	9N	25E	2.40
Irreg. R/W through SE $\frac{1}{4}$ NW $\frac{1}{4}$	28	9N	25E	2.00
100 ft. R/W through SW $\frac{1}{4}$ NE $\frac{1}{4}$	28	9N	25E	2.46
Irreg. R/W through SE $\frac{1}{4}$ NE $\frac{1}{4}$	28	9N	25E	2.95
Irreg. R/W through SW $\frac{1}{4}$ NW $\frac{1}{4}$	27	9N	25E	3.22
Irreg. R/W through SE $\frac{1}{4}$ NW $\frac{1}{4}$	27	9N	25E	3.60
Irreg. R/W through lot 3.....	27	9N	25E	4.71
Borrow pit license lot 3.....	27	9N	25E	3.00
100 ft. R/W through lot 1.....	27	9N	25E	1.06
100 ft. R/W through SW $\frac{1}{4}$ NW $\frac{1}{4}$	26	9N	25E	3.06
100 ft. R/W through SE $\frac{1}{4}$ NW $\frac{1}{4}$	26	9N	25E	.01

The character and use of the above described property having been investigated by the Commission and the Commission having found said property used and useful in the operation of petitioner's railroad with the exception of that part of the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 28, township 9 north, range 24 east, not used as right-of-way, being 4.46 acres of said tract,

IT WAS ORDERED, September 28, 1917, That the above described property be, and the same hereby is, classified as operating property.

No. 4385.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate as operating property.

Application was filed for the classification of lots 5 to 8 and 17 to 20, block 11, town of Reardan.

The character and use of the above described property having been investigated by the Commission, and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT WAS ORDERED, August 31, 1917, That the above described tracts be, and the same are, hereby classified as operating property.

No. 4386.

Application of Northern Pacific Railway Company for Classification of Property.

Order declaring certain real estate as operating property.

Application was filed for the classification of the following:

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Acres</i>
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across SW $\frac{1}{4}$ SE $\frac{1}{4}$ of section.....	13	20N	3E	.93
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across the N $\frac{1}{2}$ NE $\frac{1}{4}$ of section.....	24	20N	3E	1.73
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across SE $\frac{1}{4}$ NE $\frac{1}{4}$ of section.....	24	20N	3E	.90
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across portion lot 2, section.....	19	20N	4E	.50
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across portion SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section.....	19	20N	4E	.55
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of section.....	19	20N	4E	.60
Strip 40 ft. wide on southwesterly side of and adjoining the 60 ft. R/W of N. P. Ry. Co. across portion SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section.....	19	20N	4E	1.61

The character and use of the above described property having been investigated by the Commission and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT WAS ORDERED, September 28, 1917, That the above described property be, and the same hereby is, classified as operating property.

<i>Description</i>	<i>Sec.</i>	<i>Twp.</i>	<i>Rge.</i>	<i>Acres</i>
100 ft. R/W in NE¼NW¼	34	11N	18E	2.19
100 ft. R/W in NW¼NW¼	34	11N	18E	3.04
100 ft. R/W in NE¼NE¼	33	11N	18E	3.10
100 ft. R/W in NW¼NE¼	33	11N	18E	3.13
100 ft. R/W in NE¼NW¼	33	11N	18E	3.09
100 ft. R/W in NW¼NW¼	33	11N	18E	3.09
100 ft. R/W in NE¼NE¼	32	11N	18E	3.09
100 ft. R/W in NW¼NE¼	32	11N	18E	3.09
100 ft. R/W in NE¼NW¼	32	11N	18E	3.15
100 ft. R/W in NW¼NW¼	32	11N	18E	3.08
100 ft. R/W in NE¼NE¼	31	11N	18E	3.10
100 ft. R/W in NW¼NE¼	31	11N	18E	3.02
100 ft. R/W in NE¼NW¼	31	11N	18E	3.02
100 ft. R/W in NW¼NW¼ (lot 1)	31	11N	18E	3.22
100 ft. R/W in NE¼NE¼	36	11N	17E	3.02
100 ft. R/W in NW¼NE¼	36	11N	17E	3.02
100 ft. R/W in NE¼NW¼	36	11N	17E	3.02
100 ft. R/W in NW¼NW¼	36	11N	17E	3.02
100 ft. R/W in NE¼NE¼	35	11N	17E	3.05
100 ft. R/W in NW¼NE¼	35	11N	17E	3.05
100 ft. R/W in NE¼NW¼	35	11N	17E	3.05
100 ft. R/W in NW¼NW¼	35	11N	17E	3.05
100 ft. R/W in NE¼NE¼	34	11N	17E	2.36
100 ft. R/W in NW¼NE¼	34	11N	17E	1.40
100 ft. R/W in NE¼NW¼	34	11N	17E	.46
100 ft. R/W in SE¼SE¼	27	11N	17E	.69
100 ft. R/W in SW¼SE¼	27	11N	17E	1.65
Irregular R/W in SE¼SW¼	27	11N	17E	2.59
Irregular R/W in SW¼SW¼	27	11N	17E	3.05
60 ft. R/W through Allot. 116 SE¼SE¼	28	11N	17E	1.84
60 ft. R/W through Allot. 117 SW¼SE¼	28	11N	17E	1.83
60 ft. R/W through Allot. 117 NW¼NE¼	33	11N	17E	.03
60 ft. R/W through Allot. 672 SE¼SW¼	28	11N	17E	.09
60 ft. R/W through Allot. 73 NE¼NW¼	33	11N	17E	2.43
60 ft. R/W through Allot. 72 S½NW¼NW¼	33	11N	17E	1.53
N½SW¼NW¼	33			
60 ft. R/W through Allot. 71 S½SW¼NW¼	33	11N	17E	1.13
100 ft. R/W through Allot. 71 N½NW¼SW¼	33	11N	17E	.76
150 ft. R/W through Allot. 71 NE¼SE¼	32	11N	17E	4.25
60 ft. R/W through Allot. 1595 S½SE¼	32	11N	17E	2.25
100 ft. R/W through Allot. 1596 N½ lot 2	5	10N	17E	1.88
100 ft. R/W through Allot. 1783 S½ lot 2	5	10N	17E	1.47
Wye track R/W lots 2, 3 and SE¼NW¼	5	10N	17E	2.00
100 ft. R/W through Allot. 1783 S½ lot 3	5	10N	17E	.35
100 ft. R/W through Allot. 1783 E½SE¼NW¼	5	10N	17E	2.39
Irreg. R/W through Allot. 471 W½SE¼NW¼	5	10N	17E	3.73
Irreg. R/W through Allot. 468 NE¼SW¼	5	10N	17E	2.35
Irreg. R/W block 9, White Swan (being portions lots 4 to 8)				
Irreg. R/W block 18, White Swan (being all lots 1 to 6)				
Irreg. R/W block 17, White Swan (being all lots 7 to 13, 17 to 22, and portions lots 15 and 16)				
Irreg. R/W block 20, White Swan (being all lots 1 to 13 and portions lots 14 to 17)				
Irreg. R/W block 21, White Swan (being all lots 22 to 24 and portions lots 12 to 17, 19 to 21, and 25 to 30)				

The character and use of the above described property having been investigated by the Commission and the Commission having found that said property is used and useful in the operation of petitioner's railroad,

IT WAS ORDERED, September 28, 1917, That the above described property be, and the same hereby is, classified as operating property.

No. 4408.

In the Matter of Application of Bellingham & Northern Railway, Camas Prairie Railroad, Chicago, Milwaukee & St. Paul Railway, Great Northern Railway Company, Northern Pacific Railway Company, Oregon-Washington Railroad & Navigation Company, Pacific Coast Railroad Company, Port Townsend & Puget Sound Railway, Puget Sound & Willapa Harbor Railway, Spokane International Railway, Spokane & Inland Empire Railroad, Spokane, Portland & Seattle Railway, Tacoma Eastern Railroad, Seattle, Port Angeles & Western Railway, Milwaukee Terminal Railway Company.

By letter the Commission permitted use of blanket form, under which the carriers filed tariffs covering 15 per cent increase. Subsequent to interstate commerce commission ruling carriers were permitted to withdraw the blanket tariffs and to file tariffs covering 15 cents per ton increase in coal and coke (with exception).

By orders of June 19, 1917, and July 7, 1917, proposed tariffs were suspended. July 17, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that on May 15, 1917, certain of the above named carriers filed with the Commission their joint petition for a horizontal increase in intrastate freight rates, and on and between May 7, 1917, and May 29, 1917, all of the carriers above named filed with the Commission certain special supplements to tariffs;

And it further appearing that on June 19, 1917, an order was entered by the Commission suspending to September 28, 1917, said proposed tariffs of the above named roads;

And it further appearing that on July 7, 1917, an order was entered by the Commission suspending proposed tariffs of the Milwaukee Terminal Railway Company;

And it further appearing that on March 12, 1917, certain of the herein named carriers filed with the interstate commerce commission petition for a fifteen (15) per cent increase in interstate rates, which proposed advances were by order suspended by the interstate commerce commission and were subsequently withdrawn by the carriers;

And it further appearing that the carriers herein named, having on July 16, 1917, requested authority to withdraw, effective July 17, 1917, the advanced blanket rate supplements filed by them on Washington state rates and now under suspension by this Commission in this cause,

IT IS THEREFORE ORDERED, That the herein named carriers be, and they are hereby permitted to withdraw, effective this date, the advanced blanket rates supplements filed by them on Washington state rates and now under suspension by this Commission in this cause under orders dated respectively June 19, 1917, and July 7, 1917.

July 17, 1917, also, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that under authority granted in this cause May 16, 1917, to the above named carriers, by letter of this Commission, supplements to tariffs applying in the State of Washington were issued carrying a fifteen per cent (15%) horizontal increase in freight rates. These supplements were to become effective July 1, 1917, but, through operation of Suspension Orders No. 4403 of this Commission dated June 19, 1917, and July 7, 1917, the effective date of such advance rate supplements was postponed until September 28, 1917;

And it further appearing that March 12, 1917, certain of the herein named carriers filed with the interstate commerce commission their joint petition for a horizontal increase in interstate freight rates, which proposed interstate advances were by said interstate commerce commission suspended and were subsequently withdrawn by the carriers;

And it further appearing that the interstate commerce commission by order dated July 2, 1917, permitted carriers within the western district to file supplements to freight tariffs upon not less than five days' notice increasing rates on coal and coke by not more than fifteen cents per ton; also permitting the filing of such supplements without specifically publishing the exact rate per ton, but to provide for a horizontal increase in rates to the extent hereinbefore specified, such supplements, however, to bear a specific expiration date of not more than ninety (90) days from the effective date of such supplements, and provided further that new tariffs to replace such supplements would be filed on statutory notice;

And it further appearing that, in accordance with this authority granted by the interstate commerce commission, the carriers herein named are proceeding to issue supplements to their tariffs, advancing all coal and coke rates fifteen (15) cents per ton on interstate traffic, most of which will become effective on or about July 20, 1917, in order to continue the same relative adjustment now existing between the various producing points located in the State of Washington and surrounding states;

And it further appearing that the above named carriers on July 16, 1917, filed petition with this Commission requesting that they be permitted to publish and file in the same form as permitted by the interstate commerce commission, supplements to tariffs carrying coal and coke rates within the State of Washington effective on five days' notice and to expire in not more than ninety (90) days within which time supplements or tariffs will be reissued specifically stating the new rates,

IT IS THEREFORE ORDERED, That the above named carriers be and they are hereby permitted to publish and file in the same form as permitted by the interstate commerce commission, supplements to tariffs carrying coal and coke rates within the State of Washington effective on five days' notice and to expire in not more than ninety days within which time supplements or tariffs are to be reissued specifically stating the new rates: Provided, however, That the increase shall in no instance exceed a total of fifteen (15) cents per ton upon any shipment of coal or coke in the State of Washington from the point of production to the point of destination or consumption irrespective of whether the tariff charge is based upon joint rates or the sum of two or more local rates;

And further provided, That no rate on coal or coke destined to any non-competitive points on the Great Northern Railway system easterly of Skykomish shall be increased by this order, this provision being made for the reason that

existing rates in this territory have been challenged before the Commission. The foregoing increased rates having been allowed without formal hearing or investigation, but with the idea of conforming to the order of the interstate commerce commission to make the intrastate tariffs effective the same date as the interstate tariffs, it is therefore further

ORDERED, That this increase is granted subject to the above conditions and as a further condition if said increased rates be challenged as to their reasonableness or fairness by shippers or by the Commission upon its own motion, the burden of justifying such increase shall be and remain upon the carriers.

August 10, 1917, the Commission entered the following

ORDER.

It appearing to the Commission that the Hartford & Eastern Railway Company and the Centralia Eastern Railroad Company were inadvertently omitted from the original findings and order heretofore entered in this matter on the 17th day of July, 1917, and it further appearing that there is some ambiguity as to the construction of that paragraph of the order reading:

"And further provided, That no rate on coal or coke destined to any non-competitive points on the Great Northern Railway system easterly of Skykomish shall be increased by this order, this provision being made for the reason that existing rates in this territory have been challenged before the Commission."

NOW, THEREFORE, IT IS FURTHER ORDERED by the Commission in the above entitled matter and as supplemental to the order of July 17, 1917, herein, that the Hartford & Eastern Railway Company and the Centralia Eastern Railroad Company be permitted to increase rates on coal and coke as provided in the original order referred to, and

IT IS FURTHER ORDERED, That the paragraph above quoted from the original order be, and the same hereby is, amended to read as follows:

"And further provided, That no rate on coal or coke destined to any non-competitive points on the Great Northern Railway system between Skykomish and Adrian shall be increased by this order, this provision to be effective whether the shipment originates on the line of the Great Northern Railway or on the line of any other railway or common carrier, it being the intention of this order that on coal and coke shipped to points between Skykomish and Adrian on the Great Northern Railway system there shall be no increase in rates under this order."

No. 4421.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* SPERRY FLOUR COMPANY,
Complainant, v. GREAT NORTHERN RAILWAY COMPANY, *Defendant*.

Complainant seeks to compel a milling in transit rate at Tacoma on wheat from eastern Washington, milled at Tacoma and flour shipped to points north of Seattle.

Hearing held at Tacoma September 6, 1917, and decision under advisement.
Pending.

No. 4428.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* SCHAFER BROS. LOGGING COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Held that log rate of \$1 per thousand feet, on a ten mile haul in trains of ten cars, 7,000 feet minimum, not excessive. Reparation denied for failure of proof of difference between scale on cars and scale afterwards when dumped in stream. Allowance to complainant for operating its spur track unjustifiable. Dismissed.

October 17, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This cause came on for hearing at Tacoma, Washington, September 6, 1917, before Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning, the complainant being represented by J. E. Belcher, its attorney; the defendant being represented by J. W. Quick, its attorney; L. B. Kaler present as official reporter. The following witnesses were sworn and examined: Peter Schafer, J. R. Fylton, Jr., Hubbard Schafer, J. G. Weatherwax, O. O. Calderhead, S. J. Henry, and J. W. Quick. Whereupon, the Commission having duly considered the evidence in the case and being fully advised in the premises does now make the following findings of fact:

I.

That the Schafer Bros. Logging Company is a corporation duly organized and existing under and by virtue of the laws of the State of Washington.

II.

That the Northern Pacific Railway Company is engaged in the carrying of property and passengers for hire in the State of Washington, and is a common carrier in said state.

III.

That the Schafer Bros. Logging Company is engaged in logging fir and cedar timber adjacent to the towns of Satsop, Juneau and Blagen stations upon the line of the Grays Harbor Branch railway of the Northern Pacific Railway Company and Schafer Bros. Logging Company, from said stations, has been shipping large quantities of logs to Aberdeen and Hoquiam.

IV.

That logs from Satsop, Juneau, Blagen and Weatherwax, as a rule, are transported on the Northern Pacific Railway, either to Aberdeen or Hoquiam.

V.

From Satsop to Aberdeen the distance is 17.3 miles.

From Satsop to Hoquiam the distance is 20.8 miles.

From Juneau to Aberdeen the distance is 15.5 miles.

From Juneau to Hoquiam the distance is 19 miles.

From Weatherwax to Aberdeen the distance is 10.4 miles.

From Weatherwax to Hoquiam the distance is 13.9 miles.

VI.

Before Schafer Bros. Logging Company established its camp at Juneau it applied to the Northern Pacific Railway Company for a rate upon logs from that point to Aberdeen and Hoquiam, and was given a rate of one dollar per thousand feet board measure, ten or more cars, of seven thousand feet minimum.

VII.

In 1899 the Northern Pacific Railway Company entered into a contract with the Mack Logging Company, a corporation of the State of Washington, concerning the construction of a spur track leading to the timber of the Mack Logging Company near Satsop, the furnishing of the rails, rail fastenings, spikes and switches, etc., by the Northern Pacific Railway Company, the grading to be done by the Mack Logging Company and the ties to be furnished by it; the operation of said spur; the waiver of damages caused by fire; a rental to the railroad company for the material furnished by it; the amount of logs that should be furnished per annum in order that the Northern Pacific Railway Company should operate over said spur; that a given amount of logs should be furnished per annum by the Mack Logging Company; and an agreement as to furnishing cars and engines for hauling logs in lots of not less than ten cars; the rates and compensation therefor to be agreed upon between the railroad company and the Mack Logging Company.

VIII.

That following the agreement set forth in the preceding paragraph of these findings, the Northern Pacific Railway Company did agree with the Mack Logging Company to haul its logs from all points on its spur track to Aberdeen and Hoquiam for one dollar per thousand feet board measure, and in case the Mack Logging Company should be compelled to operate the spur track to make delivery of these logs to the Northern Pacific Railway Company's main line, the Mack Logging Company should be allowed thirty-five cents per car for performing that service. Afterwards by mutual agreement the sum of thirty-five cents was reduced to twenty-five cents.

IX.

The agreement mentioned in the two preceding paragraphs of these findings was cancelled by the Northern Pacific Railway Company March 6, 1916.

X.

That several years ago, at the instance of the Weatherwaxes, a rate of sixty cents per thousand feet board measure was established on sawlogs from the Weatherwax station to Aberdeen, and a dollar rate per thousand feet board measure from that point to Hoquiam. This rate was established by reason of the fact that the Weatherwaxes threatened to build a logging road crossing the Northern Pacific Railway Company's railroad, and dump their logs into the river, from which point they could float them to market. This rate several years ago became obsolete by reason of the discontinuance of logging at Weatherwax.

XI.

All logs hauled by the Northern Pacific Railway Company for the Schafer Bros. Logging Company are scaled by the Northern Pacific Railway Company on board cars. Schafer Bros. Logging Company has been accustomed after its logs were dumped at Aberdeen and rafted and sold to jointly with the purchaser scale its logs. Between the scale of the Northern Pacific Railway Com-

pany and the joint scale of Schafer Bros. Logging Company and the purchasers of its logs there is a great discrepancy.

XII.

It is contended by the Schafer Bros. Logging Company that the rate charged it upon logs from Juneau to Aberdeen and Hoquiam, by the Northern Pacific Railway Company, is excessive and exorbitant, and it prays that a lower rate be established from Juneau to Aberdeen and Hoquiam. It asks reparation because of the difference in the scale between the railway company and itself, and also it asks reparation of thirty-five cents per car, the amount agreed upon in the Mack Logging Company contract in case the Mack Logging Company operated the spur track. The Schafer Bros. Logging Company having at all times operated its spur track, which is two miles in length, delivering all cars of logs to the Northern Pacific Railway Company at its main line.

OPINION.

We believe that the complainant has failed in its comparison of rates to establish the fact that the rate which has been charged it is unreasonable and excessive. The contract rate with the Mack Logging Company being a contractual rate established in 1899, and cancelled in 1916, is without probity as a matter of comparison, and we view the rate several years ago established from Weatherwax to Aberdeen and Hoquiam in a similar light.

As we are now advised, we are of the opinion that the log rate of one dollar per thousand feet board measure, accorded the complainant, on a ten mile haul, in trains of ten cars, 7,000 feet minimum, is a fair, reasonable and sufficient rate.

As to reparation for the difference in log scale, we believe that the complainant has utterly failed to make out a case. The rules of the railroad company provide for the scaling of logs on board the cars. We are sure that with this rule the scaling of logs after they had been placed in the water could not be substituted, unless they were scaled as they were dumped from the cars into the water.

As to the thirty-five cents allowance to the Mack Logging Company for operating its spur track, and allowing a like sum to the complainant because it operated its spur track, would be wholly unjustifiable from anything that appears from the records of this case. That contract was one of many years' standing and was abrogated at such a date as to have no particular influence upon complainant's operations, and with its provisions complainant, so far as we can discover, has not been in competition.

WHEREFORE, IT IS ORDERED, That the complaint of the complainant be, and the same is, hereby dismissed.

No. 4429.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* FRANK SCHWARTZ, DOING BUSINESS AS ALASKA JUNK COMPANY, *Complainant*, v. SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY AND NORTHERN PACIFIC RAILWAY COMPANY. *Defendants*.

Complaint challenges rate on scrap iron, Patterson to Seattle, and asks refund of \$135.60.

Hearing held at Seattle, September 7, 1917, and decision taken under advisement. Pending.

No. 4488.

SEATTLE POLE & PILE COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Held that rate of 75 cents per thousand feet on logs, minimum \$6 per car, ten car lots, for haul from junction, two miles, to log dump, not excessive. Held that in absence of tariff provision charge of 50 cents for each patent bunk car furnished must be refunded. Reparation ordered. Rehearing denied.

October 17, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This cause came on for hearing at Seattle, Washington, on August 29, 1917, at 9:30 a. m., in the assembly room of the Chamber of Commerce and Commercial Club; there being present Chairman E. F. Blaine, Commissioners A. A. Lewis and F. R. Spinning and Reporter L. B. Kaler; the complainant being represented by J. E. Belcher, its attorney, and the respondent by J. W. Quick, its attorney. Witnesses were sworn and their testimony duly received, and other proof offered, from which testimony and proof the Commission makes the following

FINDINGS OF FACT.

I.

That the Seattle Pole & Pile Company is a corporation duly organized and existing under and by virtue of the laws of the State of Washington.

II.

That the Northern Pacific Railway Company is a common carrier engaged in the transportation of passengers and property for hire in the State of Washington.

III.

That for several months prior to the time of this hearing, the complainant was engaged in the logging business in the vicinity of Wrenwood in King county, from which point on its own line of logging road it transported logs from Wrenwood and dumped them into Swamp Creek and floated them out into Lake Washington.

IV.

That by reason of the lowering of the waters of Lake Washington by the construction of the government canal, the complainant could no longer float logs from Swamp Creek into Lake Washington, and thereupon applied to the Northern Pacific Railway Company for a rate upon logs from Wrenwood to Kenmore.

V.

That the Northern Pacific Railway Company granted a rate on its Lake Washington belt line to the Seattle Pole & Pile Company on logs from Wrenwood to Kenmore of seventy-five cents (75c) per thousand (1,000) feet board measure, minimum six dollars (\$6) per car, ten (10) car lots; that the complainant at the junction of its line of logging road delivered all loaded cars to the Northern Pacific Railway Company to its Lake Washington belt line and the Northern Pacific Railway Company transported them a distance of approximately two (2) miles to Kenmore and there switched them to a logging dump,

at first placing ten (10) cars at a time upon the dump, and later when the waters of Lake Washington receded putting five (5) cars at a time upon the dump. For the use of the dump the complainant paid the owner thereof, the owner being other than the Northern Pacific Railway Company.

VI.

That for the transportation of said sawlogs, the complainant called upon the Northern Pacific to furnish it with patent bunk logging cars, and, during the hauling of the logs between September 3, 1916, and September 30, 1916, there were furnished by the Northern Pacific Railway Company to the complainant one hundred forty (140) cars equipped with patent bunks, and for the use of these there was charged against the complainant by the Northern Pacific Railway Company and paid by the complainant the sum of seventy dollars (\$70.00).

VII.

That neither at the time the rate was agreed upon for the hauling of complainant's logs by the Northern Pacific Railway Company nor at any time thereafter was there any agreement between the complainant and the Northern Pacific Railway Company as to the use of or payment for cars equipped with patent bunks.

VIII.

The complainant contends that the rate charged for the hauling of its logs is unreasonable, excessive and exorbitant and prays reparation. It also contends that the charge of fifty cents (50c) for each patent bunk car furnished it is unlawful and not provided for by the tariffs of the Northern Pacific Railway Company and it asks reparation therefor.

OPINION.

So far as we are advised by the record in this case, we are unable to find that the rate of seventy-five cents (75c) per 1,000 feet accorded the complainant is excessive, unreasonable or exorbitant. We are, however, of the opinion that under the facts in this case and in the absence of a tariff provision of the Northern Pacific Railway Company imposing a charge of fifty cents (50c) for each patent bunk car furnished the complainant, that the respondent was without right in making a charge against or collecting same from the complainant, and that restoration of the total sum should be made by the Northern Pacific Railway Company to the complainant.

ORDER.

WHEREFORE, IT IS ORDERED, That the Northern Pacific Railway Company, within thirty (30) days from the date of service of this order, refund to the complainant herein the sum of seventy dollars (\$70); and that all other relief prayed for by the complainant be, and the same is, hereby denied.

Petition for rehearing was filed by respondent and November 6, 1917, the Commission entered the following

ORDER.

After carefully considering the petition of the Northern Pacific Railway Company for a rehearing, we have come to the conclusion that we would not be justified in granting the prayer of the petition.

The railway company contends that it was misled by the rulings of the Commission at the trial and thereby prevented from introducing its evidence which was material in view of the decision as now rendered.

After carefully viewing the record, we do not believe that this statement is warranted. In the evidence quite a good deal was said about formal contracts in relation to the furnishing of cars equipped with patented bunks, and we are warranted in concluding from the evidence that the railway company had been in the habit of entering into special contracts concerning cars equipped with patented bunks, and that under these special contracts the parties using such cars acquired an interest in the patented bunks.

In the case at bar there is no contention that any such special contract was entered into with the Seattle Pole & Pile Company. Mr. Scott denies that there was any agreement and we did not understand that the railway company was going to produce any witness who was willing to testify that there was a special agreement concerning the use by the complainant of cars equipped with the patented bunks. We think we are justified in not hearing the testimony of the car distributor by what appears at page 25 of the transcript of testimony, which is as follows:

"By Mr. Quick: I want to show by the car distributor that Mr. Scott requested these cars; if not, he would have been furnished the other character of cars, and that it costs us \$90 a car to equip these cars; now costs us \$110 a car to equip them, and we pay to the Turtle Bunk Company \$5.00 royalty on each set, and that when the party has paid back the cost of the equipment he is not charged anything further for the use of the car.

"By Mr. Blaine: I don't see that that would affect the legal phase of the matter.

"With that statement of what this witness would testify to, considering it as his evidence.

"By Mr. Belcher: There isn't any objection to it at all, Mr. Quick, as far as I am concerned.

"By Mr. Blaine: Consider that as the statement of the witness."

We believe that the offer of Mr. Quick is no broader in its scope than the testimony which had been given by Mr. Scott, the principal witness for the complainant in this cause. We have not been called upon in this case to determine as to the right of the railway company to make a special contract relative to the furnishing of cars equipped with patented bunks and the users thereof to acquire an interest in the patented bunks.

We have decided in this case, where we find no special agreement and no provision in the tariffs of the company for a charge for the patented bunks, that a charge therefor is illegal.

WHEREFORE, The petition for rehearing will be, and the same is, hereby denied.

No. 4484.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* FRANK SCHWARTZ, DOING BUSINESS AS ALASKA JUNK COMPANY, *Complainant*, v. SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY AND NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint challenges rate on scrap iron, Roosevelt to Seattle, and seeks reparation.

Hearing held at Seattle, September 7, 1917, and decision taken under advisement. Pending.

No. 4485.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *ex rel.* CENTRAL MILL COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Defendant*.

Order of dismissal.

August 20, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission in the above entitled cause that an adjustment of this matter has been made by the railroad company satisfactory to the petitioner,

IT IS ORDERED, That this case be, and hereby is, dismissed.

No. 4452.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* INTERNATIONAL SPAR COMPANY, *Complainant*, v. NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Held that where complainant in shipping long timber commingles timber fit for manufacture into spars with timber unfit for spars it is not discrimination for carrier to apply the rate on logs, poles and piling not for manufacture. Dismissed.

September 14, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This cause came on for hearing at Seattle, Washington, on the 7th day of September, 1917, before the Public Service Commission of Washington, the plaintiff being represented by J. E. Belcher, its attorney, the respondent being represented by J. W. Quick, its attorney; witnesses were sworn and evidence introduced on behalf of both plaintiff and defendant, and the cause was submitted, and the Commission being fully advised does now make its findings of fact, opinion and order as follows, to-wit:

FINDINGS OF FACT.

I.

The plaintiff operates a camp at South Prairie on the Buckley branch of the Northern Pacific Railway Company, where they log a large amount of long timbers varying from 60 to 130 feet in length; that these long timbers constitute one-half the total output of the plaintiff's camp.

II.

That in the transportation of these long timbers two or three cars are necessary; where three cars are used the center car is an idler.

III.

That 50 per cent of the long timbers shipped by the plaintiffs are manufactured by them by hand into spars; the balance of the long timbers are sold by the plaintiffs to sawmills and are manufactured into lumber; that in the shipment of these long timbers the spar timber and the log timber is commingled.

IV.

The tariff for long timbers is four cents per 100 pounds, while all short logs shipped by complainants are given the regular log rate, which is \$1.10 per thousand feet.

V.

That between the 30th day of June, 1917, and the 24th day of August, 1917, the plaintiffs shipped from South Prairie to Tacoma, 6,641,865 pounds of spars and poles, for which they were charged four cents per hundred pounds.

VI.

That at the time of the aforesaid shipments the Northern Pacific Railway Company had and still has the following tariff rule, being rule 20 of tariff 398-J: "The rates named herein will apply only on logs that are to be manufactured at sawmills into lumber, shingles and timbers. Will not apply on logs, poles or piling not for manufacture."

OPINION.

The complainant in shipping long timbers commingle the timber which is unfit for making spars with timber that is suitable for that purpose. When these long timbers arrive at their destination the complainants make use of the timber fit for spars, and manufacture the same by hand into spars, and the balance of the long timber they sell to the sawmills. The complainant having elected to commingle the timber in this way, it must take the rate which applies on logs, poles and piling not for manufacture, according to rule 20 of tariff 398-J. It certainly would be against the spirit of this rule to give spar timber the log rate and it certainly would be impracticable to make a classification dependent upon the acts of the complainant at destination of shipment after they had determined what long timbers they wished for spars and what long timber they were willing to sell for logs.

The complainant has not attacked the reasonableness of this rule but charge discrimination. As they have been charged the proper tariff we do not see how respondent is guilty of discrimination.

WHEREFORE, IT IS ORDERED, That the complaint of the plaintiff be, and the same is, hereby dismissed.

No. 4470.

FARMERS GRAIN & MILLING COMPANY, *Complainant*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Ordered that respondent construct a spur track, on its right of way to complainant's elevator, complainant to pay the cost of constructing same.

September 19, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause coming on for hearing at Douglas, Washington, on August 24, 1917, before Commissioner Arthur A. Lewis; the plaintiff being represented by A. I. Hensel, its attorney; the respondent being represented by C. S. Albert, its attorney. Testimony was taken and having been duly considered the Commission now makes the following findings of fact and order:

FINDINGS OF FACT.

I.

The complainant Farmers Grain & Milling Company is a corporation organized and existing under and by virtue of the laws of the State of Washington.

II.

The respondent Great Northern Railway Company is a corporation owning and operating a railway system in the State of Washington with a branch line extending from Columbia River station to the town of Mansfield and said branch line extends through the town of Douglas.

III.

That the plaintiff owns and operates a flour mill of fifty barrel capacity, located on lots 120, 122, 124 and 126, block 4, Cloninger's Addition to the town of Douglas, and is erecting a gravity elevator system on lots contiguous to the mill, designed for the handling of grain in bulk, and it is not practicable to build said system so that it would be accessible to respondent's present industry track on account of the advantage of utilizing the hill back of the elevator for dumping grain and the use of the mill power in loading into cars.

IV.

That said mill and elevator are contiguous to and adjoin the respondent's right-of-way.

V.

That application has been made for a spur track to the said plant and the respondent has failed and refused to install or provide the same.

VI.

That the complainant's stockholders are farmers, practically all of whom own their own land and an estimate made of the grain from 1917 crop to be marketed through said plant is about 60,000 or 65,000 bushels.

VII.

That in order that said crop may be marketed through said plant a necessity exists for the constructing of a spur track thereto.

VIII.

That three plans were submitted for a spur track to said plant; the first being to extend the present industry track about four hundred (400) feet and make a turn off from said industry track for the spur to the plant, which would also require the moving of the present headblock down the track in a southerly direction, approximately four hundred (400) feet. The said headblock is now located about fifty (50) feet in a northerly direction from the north side of Washington street where it intersects the railway. Under this plan the length of the spur track would be approximately 650 feet and the estimated cost would be in the neighborhood of \$1,500.00. The cost of extending the present industry track being about four-tenths (4-10) of this sum.

Another plan suggested was to put in a headblock on the present industry spur back of the frog and reach the plant on a forty-five degree curve. Under this plan the estimated cost would be about \$675.00.

A third plan contemplates the placing of the headblock at about the center of Washington street and making a cut-out from the main track, reaching the plant in a reverse curve at an estimated expense of approximately \$800.00.

IX.

The respondent considers the first plan the most practicable. This plan, however, contemplates the crossing of Washington street by two more tracks, which is somewhat objectionable to the Commission.

The complainant contends that either of the other plans would serve their needs, taking into consideration the difference in cost.

X.

The Commission is of the opinion and so finds that it is reasonably practicable to construct a spur track to complainant's plant in about the location of the third plan mentioned in finding VIII and shown in respondent's exhibit 3, by moving the present headblock to near the northerly side of Washington street, and that said spur track can be put in and operated with reasonable safety and that there is sufficient business to justify the same.

XI.

That the estimated cost of installing said spur track is about eight hundred dollars (\$800.00), which cost in separate items the Commission finds to be as follows:

Grading	\$75 00
Cross ties, 270 at 50c.....	135 00
Switch ties, 1 set at \$30.....	30 00
Rails, 2d hand, 68 lbs., 11 tons, at \$25.....	275 00
Rail fastenings	85 00
Spikes	25 00
No. 9 spring frog.....	80 00
Switch points	25 00
Switch stand	15 00
Track laying and miscellaneous labor.....	50 00
Engineering and contingencies.....	80 00
Total.....	\$875 00

WHEREFORE, IT IS ORDERED, That the respondent Great Northern Railway Company construct a spur track from a point on its main track near the northerly side of Washington street in the town of Douglas, Washington, to the elevator of the Farmers Grain & Milling Company, approximately as shown on respondent's exhibit 3, being the center track thereof shown on said exhibit. Said spur track to be located entirely upon the right-of-way of said respondent.

Within ten (10) days from the date of this order the complainants shall deposit with the respondent a certified check in the sum of \$1,000.00 to cover the cost and expense of constructing said spur track.

It is further provided that any difference between the \$1,000.00 and actual cost shall be repaid to complainant upon the installation of the spur track.

This order is made upon the condition that any person or corporation other than the complainant shall be entitled to connect with said spur or use the same, upon the payment to the complainant of a reasonable proportion of the cost thereof to be determined by this Commission after notice to the interested parties, provided that such connection can be made without unreasonable interference with the rights of the said complainant.

No. 4487.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* THE YAKIMA VALLEY TRAFFIC & CREDIT ASSOCIATION *et al.*, *Complainants*, v. NORTHERN PACIFIC RAILWAY COMPANY AND OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, *Defendants*; THE EARL FRUIT COMPANY OF THE NORTHWEST AND THE SPOKANE FRUIT GROWERS' COMPANY OF SPOKANE, *Intervenors*.

Carriers proposed tariffs to cancel low rates on fruit and vegetables shipped for consolidation and to install class rates. Tariffs suspended. Ordered proposed tariffs be cancelled and old rates restored.

Order of suspension of the proposed tariffs was issued August 23, 1917. October 4, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This matter came on to be heard at North Yakima, Washington, on the 24th day of September, 1917, before E. F. Blaine, chairman, Frank R. Spinning, commissioner, and A. A. Lewis, commissioner; the complainant being represented by J. F. Sainsbury; the defendant the Northern Pacific Railway Company being represented by its attorneys, H. E. Still and H. A. Glenn; the defendant The Oregon-Washington Railroad & Navigation Company being represented by C. F. Vandervoort and Blaine Hallock; the intervenor the Earl Fruit Company of the Northwest being represented by C. W. Mount, and the intervenor the Spokane Fruit Growers' Company of Spokane being represented by W. E. Miller. Thereupon the Commission proceeded to take testimony on the matters referred to in the complaint on file in this action. From the testimony adduced the Commission makes the following

FINDINGS OF FACT.

I.

That the complainants, the Yakima Valley Fruit Growers' Association; the Yakima Horticultural Union; White Bros. & Crum; the Pacific Fruit & Produce Company; the Washington Fruit & Produce Company; the Lynch-Pennington Company; the Thompson Fruit Company; J. M. Ferry Company; H. E. Samson Company; Hays Fruit Company; C. M. Holtzinger, and C. R. Paddock, are fruit selling and fruit distributing organizations doing business in the Yakima valley; and the Earl Fruit Company of the Northwest and the Spokane Fruit Growers' Company of Spokane are each fruit selling and distributing agencies, doing business in the Yakima valley.

II.

That each of the respondents are common carriers for hire in the State of Washington.

III.

Effective August 25, 1917, the Northern Pacific Railway Company has, through publication of Supplement 17 to Northern Pacific Tariff 2310-B, W. P. S. C. 995, I. C. C. 6030, cancelled all rates, weights, and charges carried in items 435B, 440A, 445B, 450A, 455B, 460B, 464A, 465B, 470A, 475A, 480B and 481A as named in section two to Northern Pacific Tariff 2310B, W. P. S. C. 995, I. C. C. 6030.

IV.

Effective August 25, 1917, the Oregon-Washington Railroad & Navigation Company has, through publication of Supplement 14 to Oregon-Washington Railroad & Navigation Company's Tariff 3-A, W. P. S. C. 367, I. C. C. 408, cancelled

all rates, weights, and charges carried in items 710, 715, 720, 725, and 730, as shown on pages 77 and 78, section two, of Oregon-Washington Railroad & Navigation Company's Tariff 3-A, W. P. S. C. 367, I. C. C. 408.

V.

That the items referred to in paragraph III hereof are as follows:

ITEM No.	REISSUE: Effective Dec. 10, 1916, in Supp. No. 6.	BETWEEN	AND	RATE in cts. per 100 lbs.
435B Cancels 435A		Granger, Wn.	Selah, Wn.	+10
			Grandview, Wn. *Donald, Wn. Wapato, Wn.	+ 5
			Prosser, Wn.	+ 7½
			*No. Prosser, Wn.	+ 7½
			*Whitstran, Wn. Kiona, Wn.	+10 +10
440A Cancels 440	Fruit and Vegetables, fresh, consisting of Apples, Pears, Plums, Peaches, Apricots, Melons, Cantaloupes and small fruits, in lots of one ton of 2,000 lbs. or more. Paragraph formerly carried in these items reading as follows: "Applies only on shipments handled by local freight for consolidation and reshipment," is hereby eliminated. +Shipments handled in refrigerator cars will be subject to a minimum charge of \$5.00. (12999)	TO	FROM	
		Grandview, Wn.	Mabton, Wn.	+10
		BETWEEN	AND	
		Toppenish, Wn.	Selah, Wn.	+10
			Wapato, Wn. Alfalfa, Wn. Granger, Wn. Zillah, Wn. *Mellis, Wn.	+ 5
			Grandview, Wn. Mabton, Wn.	+ 7½
			*Whitstran, Wn. Kiona, Wn.	+10
		FROM	TO	
		Harrah, Wn.	Toppenish, Wn. Wapato, Wn.	+ 5
			Granger, Wn. Zillah, Wn. No. Yakima, Wn.	+10
450A Cancels 450				
455B Cancels 455A	REISSUE: Effective Dec. 10, 1916, in Supp. No. 6.	BETWEEN	AND	
		Grandview, Wn.	*Donald, Wn.	+10
		BETWEEN	AND	
460B Cancels 460A		Zillah, Wn.	Selah, Wn. *Mellis, Wn. Granger, Wn. Grandview, Wn. *No. Prosser, Wn. *Whitstran, Wn. Prosser, Wn.	+10 + 5 + 5 + 7½ +10 +10 +10
		BETWEEN	AND	
464-A Cancels 464		No. Yakima, Wn.	Weikle, Wn.	+ 7½

ITEM No.	COMMODITIES REISSUE: Effective Dec. 10, 1916, in Supp. No. 6.	BETWEEN	AND	RATE in cts. per 100 lbs.
465B Cancels 465A	Fruit and Vegetables, fresh, consisting of Apples, Pears, Plums, Peaches, Apricots, Melons, Cantaloupes and small fruits, in lots of one ton of 2,000 lbs. or more. Paragraph formerly carried in these items reading as follows: "Apples only on ship- ments handled by lo- cal freight for con- solidation and reship- ment," is hereby elim- inated. +Shipments handled in refrigerator cars will be subject to a minimum charge of \$5.00. ***Zillah, Wn., for- merly carried in this item, eliminated. See Item 460—series. (12999)	No. Yakima, Wn.	*Moxee City, Wn. } *Eschbach, Wn. } Naches, Wn. Wapato, Wn. } Selah, Wn. } Toppenish, Wn. *Keck, Wn. Zillah, Wn. } *Dalton, Wn. } Granger, Wn. } Grandview, Wn. } Prosser, Wn. } *No. Prosser, Wn. }	+ 5 + 7½ + 5 + 7½ + 5 + 7½ + 10
470A Cancels 470		TO	FROM	
		No. Yakima, Wn. (14961)	Ellensburg, Wn. Thorp, Wn.	+10 +15
475A Cancels 475		FROM	TO	
		Thorp, Wn. Thrall, Wn. (14961)	Ellensburg, Wn.	+10
480B Cancels 480A		FROM	TO	
		Kennewick, Wn.	No. Yakima, Wn. } *Mellis, Wn. } Granger, Wn. } Grandview, Wn. } *Whitstran, Wn. }	+12½
481A Cancels 481	(1) REISSUE: Effec- tive Oct. 16, 1916, in Sup. No. 5. (2) REISSUE: Effec- tive Nov. 15, 1916, in Sup. No. 5. Fruit and Vegetables, fresh, consisting of Apples, Pears, Plums, Peaches, Apricots, Melons, Cantaloupes and small fruits, in lots of one ton of 2,000 lbs. or more. +Shipments handled in refrigerator cars will be subject to minimum charge of \$5.00.	TO	FROM	
		Kennewick, Wn. (19277)	(2) No. Yakima, Wn. } (2) Mellis, Wn. } (2) Granger, Wn. } (2) Grandview, Wn. } (1) Whitstran, Wn. }	+12½
			(2) Kiona, Wn.	+ 7½

VI.

That the items referred to in paragraph IV of these findings read as follows:

ITEM No.	FILE Nos.	COMMODITY	FROM	TO	RATE in cts. per 100 lbs. except as shown
			Unless otherwise shown in the item.		
710	12682-B		Benton, Wn.	Kennewick, Wn.	— 7½
715	12682-B 15438	Fruit and Vegetables (fresh), consisting of Apples, Peaches, Pears, Plums, Apricots, Melons, Cantaloupes and small fruits N. O. S., in lots of one ton of 2,000 pounds or more.	BETWEEN Zillah, Wn.	AND Kennewick, Wn. Benton, Wn. Grandview, Wn. Granger, Wn. Mellis, Wn. No. Yakima, Wn. Selah, Wn.	—12½ 10 7½ 5 5 7½ 10
720			BETWEEN	AND Kennewick, Wn. No. Prosser, Wn. Dalton, Wn. • Cutler, Wn.	12½ 10 7½ 5
725	12682-B 15438	Fruit and Vegetables (fresh), consisting of Apples, Peaches, Pears, Plums, Apricots, Melons, Cantaloupes and small fruits N. O. S., in lots of one ton of 2,000 pounds or more.	BETWEEN Granger, Wn.	AND Kennewick, Wn. Benton, Wn. No. Prosser, Wn. Grandview, Wn. Donald, Wn. No. Yakima, Wn. Selah, Wn.	12½ 10 7½ 5 5 10 10
730			TO	FROM Sunnyside, Wn. Granger, Wn. Dalton, Wn. No. Yakima, Wn.	5 5 7½ 10

VII.

If Supplement No. 17 of the Northern Pacific Railway Company becomes effective as to the items named in paragraph III of these findings, all shipments of less than ten thousand pounds, between the places mentioned in said items, will take class rates, which are far in excess of the rates named in said items, and now effective. That as set out in item No. 482 of said supplement, all shipments of fruit and vegetables, fresh, having a minimum weight of not less than ten thousand pounds, will have a rate between North Yakima and Grandview, Washington, of eleven and one-half (11½) cents per hundred pounds, and between North Yakima and Kennewick of sixteen (16) cents per hundred pounds, and all shipments having a minimum weight of not less than twenty thousand pounds will have a rate, between North Yakima and Grandview, of eight (8) cents per hundred pounds, and between North Yakima and Kennewick of eleven (11) cents per hundred pounds.

VIII.

If Supplement No. 14 of the Oregon-Washington Railroad & Navigation Company should become effective as to the items named in paragraph IV of these findings, it will result in establishing rates on the Oregon-Washington Railroad & Navigation Company identical with the rates of the Northern Pacific Railway Company, set out in the preceding paragraph of these findings.

IX.

That by order of this Commission under date of August 23, 1917, said rates proposed by Supplement No. 17, of the Northern Pacific Railway Company, as to the items mentioned in paragraph III of these findings, and Supplement No. 14, of the Oregon-Washington Railroad & Navigation Company, as to the items mentioned in paragraph IV of these findings, were suspended until including September 24, 1917. That on September 24, 1917, said proposed rates as to said items were further suspended until and including October 12, 1917.

X.

That the rates by the Northern Pacific Railway Company upon fruits and vegetables, fresh, consisting of apples, peaches, pears, plums, apricots, melons, cantaloupes, and small fruits, in loads of one ton of two thousand pounds or more, handled by local freight on shipments for consolidation and reshipment, were inaugurated many years ago by the Northern Pacific Railway Company at the instance of the fruit raisers and fruit brokers of the Yakima valley. That such assembling is essential to the life, the development, and the well-being of the fruit and vegetable industry of the Yakima valley.

•
XI.

That in the Puget Sound district the Northern Pacific Railway Company has assembled fruit for reshipment without any local or preliminary rate or cost whatsoever. That the assembling of fruit and other products for reshipment is common to the railroad business on the Pacific Coast, and the preliminary shipment is sometimes without cost, and in other instances at a nominal cost or rate.

XII.

Attached hereto and made a part of these findings is a statement prepared by the Northern Pacific Railway Company, marked "A."

XIII.

That fruit from the Yakima valley in carload lots, moving to eastern points, is sometimes granted the privilege of breaking cargo in transit, so that it is delivered in two or more places at points of consumption or rehandling.

XIV.

That during the period of the movement of fruit for consolidation there is an ample supply of fruit cars in the Yakima valley which are awaiting loads for eastern points, and these cars in the main are used in handling fruit for consolidation.

OPINION.

We do not believe that we would be justified in looking upon the establishment of the assembling rate upon fruit and vegetables in the Yakima valley, where intended for reshipment, as inaugurated by the Northern Pacific Railway Company at the instance of the fruit producers and brokers of that section, as an aid in the development of an infant industry. We are strongly inclined to the belief that this rate is essential to the maintenance of the industry. We question not that the privilege of the mixed carload shipments, which are brought about largely by the assembling privilege, greatly extends the market for Washington fruits and is essential to the life of this great industry. We are forced to the conclusion that the inducement which actuated the Northern

Pacific Railway Company in establishing the consolidating privilege was the reshipment, or the long haul of the reshipment. It is clear that from the time this consolidation privilege was extended, that the following language has been used in connection therewith: "Applies only on shipments handled by local freight for consolidation and reshipment." If the Northern Pacific Railway Company was not to be compensated by a reshipment, which probably would be a long haul, in what manner can it justify its conduct in the Puget Sound district, by charging nothing whatever for the assembling haul? To speak plainly, if the assembling haul is not to be taken care of through the reshipment long haul, then clearly this railroad has been guilty of a violation of both the letter and the spirit of the statute of this state, which reads:

"No common carrier shall make or give any undue or unreasonable preference or advantage to any person or corporation or to any locality or to any particular description of traffic in any respect whatsoever, * * *."

We are not willing, however, to presume such to be the fact, but indorse the more rational idea that the reshipment charge would be sufficient compensation for all service performed.

We are not inclined to indorse the contention of the respondent the Oregon-Washington Railroad & Navigation Company when it is asserted that that company was not willing to continue the consolidating privilege for the reason that it could not police the various shipments to discover whether they entered into reshipments. We know of no reason, since the fruit of the Yakima valley is handled in a large way by a few firms or agencies, why the tonnage in by the different railroads could not be checked out quite as readily as wheat milled in transit can be checked in and out, or stock fed in transit can be checked in and out.

We have difficulty in harmonizing the claim of the Oregon-Washington Railroad & Navigation Company, that it is hard to police the in and out shipments of fruit, when we bear in mind that when the Oregon-Washington Railroad & Navigation Company came into the Yakima valley it broadened the privileges then being granted by the Northern Pacific Railway Company's regulation in this respect.

We are inclined to the idea that the new company was after business and did not care to guard the reshipment provision.

While it is true that new industries, such as canning and fruit drying in the Yakima valley have lately sprung up and are now accorded the low rates, this, in our judgment, does not justify the destruction of the consolidation or assembling privileges which are essential to the green fruit industry in this district. Certainly the fruit growers and brokers have not been parties to the railroad companies' striving after new business and the extension of low rates to those engaged in producing the by-products of the fruit industry of this district. We are not saying that these low rates should not apply to the fruit and vegetable canning and drying industries of this section. These industries have not protested against the proposed new rates, and we are not, as a Commission, informed as to their needs. What we do say is, that the fruit growers and brokers seem to be without fault so far as the proposed increase of rates is concerned. There is no contention as to the sufficiency of the local assembling rate or consolidating rate when united with the reshipment rate. Thus we do presume that the railroad companies have not lost money by reason of the green fruit and vegetable industry of this section.

Examining the statement of the Northern Pacific Railway Company attached hereto, and marked "A," we discover that the movement of fruit in the Yakima valley for consolidation, is of some magnitude, and the privilege is enjoyed by many producers and shippers. The average revenue per car by this statement appears to be \$4.57, the average weight per car being 7,681 pounds. It is contended by the railroad companies that they wish to increase the revenue per car so that it will approximate the switching charge of \$6.00 per car in the city of Yakima. There is, however, no testimony before us touching the reasonableness of the switching charge at Yakima.

We are not unmindful of the fact that cars of all classes are growing larger and fail to answer the demands of the small shipper or small consumer. As these small shippers and consumers are more numerous than the large ones, their needs cannot with impunity be ignored. To deny them the right, upon reasonable terms and conditions, to assemble their fruit for consolidation and send it in mixed carloads which may be broken in transit, but encourages these shippers to unite for the more fuller exercise of the power reserved to the people.

The annual reports of the two respondent companies, filed with this Commission, and the current reports of these companies, do not indicate that they are other than in a prosperous condition.

It is well understood among railroad people that this Commission stands for the full loading of cars. We, however, do not believe that this principle can be applied in the assembling of fruit for long hauls to the far away markets. The loading of cars, under all circumstances, to their full capacity, would be as impracticable as trying to operate a four thousand ton train upon a branch line.

Upon the whole, we do not believe that respondents have justified the increased rates proposed; the burden in this respect being upon them.

WHEREFORE, IT IS ORDERED, That the respondent herein, the Northern Pacific Railway Company be, and it is hereby notified and required, on or before October 3, 1917, to cancel items 435-C, 440-B, 445-C, 450-B, 455-C, 460-C, 464-B, 465-C, 470-B, 475-B, 480-C and 481-B, of Supplement No. 17, and to restore items 435-B, 445-B, 450-A, 455-B, 460-B, 464-A, 465-B, 470-A, 475-A, 480-B and 481-A, as named in section two to Northern Pacific Tariff 2310-B, W. P. S. C. 995, I. C. C. 6030.

AND IT IS FURTHER ORDERED, That the respondent Oregon-Washington Railroad & Navigation Company be, and it is hereby notified and required, on or before October 13, 1917, to cancel items 710-A, 715-A, 720-A, 725-A and 730-A of Supplement No. 14, and to restore items 710, 715, 720, 725 and 730, as shown on pages 77 and 78, section two, of Oregon-Washington Railroad & Navigation Company's Tariff 3-A, W. P. S. C. 367, I. C. C. 408.

**"A"—STATEMENT OF FRUIT SHIPMENTS FOR CONSOLIDATION AT
YAKIMA DISTRICT POINTS, JULY AND AUGUST, 1917.**

STATION TO	MOVING ON CONSOLIDATION RATES				
	Cars	Weight Pounds	Revenue	Average Weight Pounds	Revenue Per Car
Zillah	95	522,552	\$305 81	5,501	\$3 22
Donald	28	189,958	72 24	4,998	2 51
Toppenish	5	26,124	18 07	5,223	2 61
Grandview	4	25,816	24 49	6,454	6 12
Yakima †	48	240,980	172 68	5,004	4 02
Yakima *	292	2,631,568	1,543 75	9,012	5 28
Totals.....	467	3,587,008	\$2,132 14	7,661	\$4 57

STATION TO	MOVING ON CLASS RATES				
	Cars	Weight Pounds	Revenue	Average Weight Pounds	Revenue Per Car
Zillah	† 22	11,802	\$16 46	536	\$0 75
Donald	None	.....	.....	.....	.....
Toppenish	None	.....	.....	.....	.....
Grandview	None	.....	.....	.....	.....
Yakima †	§ 17	9,387	15 20	549	0 89
Yakima *	** 85	45,911	66 28	540	0 78
Totals.....	124	67,060	\$97 94	541	\$0 79

STATION TO	TOTAL MOVEMENT					
	Cars	Weight Pounds	Revenue	Average Weight Pounds	Revenue Per Car	Average Revenue Per Owt.
Zillah	95	534,354	\$322 27	5,025	\$3 39	6.0c
Donald	28	139,958	72 34	4,998	2 51	5.0c
Toppenish	5	26,124	13 07	5,223	2 61	5.0c
Grandview	4	25,816	24 49	6,454	6 12	9.5c
Yakima †	57	250,327	187 88	4,392	3 30	7.5c
Yakima *	362	2,677,479	1,610 08	7,396	4 45	6.0c
Totals.....	551	3,654,053	\$2,230 08	6,632	\$4 05	6.1c

† To Libby, McNeil & Libby only (does not include O. L. shipments from Freewater and Wenatchee).

* To all others, except Libby, McNeil & Libby.

† These 22 cars also carried shipments moving under consolidated rates.

§ 14 of these cars also carried shipments moving under consolidated rates.

** 70 of these cars also carried shipments moving under consolidated rates.

No. 4508.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE, *Complainants*, v. HARTFORD EASTERN RAILWAY COMPANY, *Defendant*, BOSTON-AMERICAN MINING COMPANY, *Intervenor*:

Held that the railway can without undue danger transport cars loaded with logs. Ordered that company publish and file tariffs on sawlogs, timber and other forest products and maintain train service.

October 10, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at Monte Cristo, Washington, on the first day of October, 1917, before the Public Service Commission of Washington, there being present Chairman E. F. Blaine, and Commissioner Frank R. Spinning; the Public Service Commission being represented by Assistant Attorney General H. H. Cleland; the United States Department of Agriculture, Forest Service, being represented by W. F. Staley; the defendant the Hartford Eastern Railway Company being represented by W. P. Bell and Coleman & Fogarty, its attorneys, and the intervenors, the Boston-American Mining Company, being represented by C. A. Riddle, its attorney. Thereupon the Commission proceeded to take testimony in said matter and the following named witnesses were duly sworn and examined, to-wit: W. T. Andrews, Scott Calhoun, H. D. Cowden, E. R. Kyes, W. J. Rucker, T. S. McEachran, O. O. Calderhead, A. Heriden, W. R. Shaw, G. C. Denier, and Victor Cowden. And now on this 10th day of October, 1917, the Commission having duly considered the evidence in the matter and being fully advised in the premises, does now make the following

FINDINGS OF FACT.

I.

That the Hartford Eastern Railway Company and the Northern Pacific Railway Company are each engaged in the transportation of persons and property for hire in the State of Washington, and are common carriers in said state.

II.

That the intervenor, the Boston-American Mining Company, is a corporation, organized and existing under and by virtue of the laws of the State of Washington.

III.

That the Northern Pacific Railway Company owns a branch line of railroad extending from the town of Hartford in Snohomish county, Washington, to the town of Monte Cristo, in said county.

IV.

That said road is now being operated by the Hartford Eastern Railway Company, as a lessee of the Northern Pacific Railway Company.

V.

That the government of the United States, within ranges 8 and 9 east, township 30 north, W. M., within the Snoqualmie National Forest Reserve, owns a large amount of standing timber, exceeding four hundred million feet, board measure. That in the vicinity of the timber aforesaid, owned by the United

States, private parties own standing timber to the amount of practically one billion feet, board measure. That all of the timber mentioned in this finding is tributary to said branch line of the Northern Pacific Railway Company, mentioned in paragraph III of these findings.

VI.

That said timber mentioned in paragraph V hereof as belonging to the United States has lately been cruised by the agents of the United States and also by the Sound Paper Company.

VII.

That a large portion of the timber mentioned in paragraph V hereof is fit for the making of wood pulp used in the manufacture of paper, and both the United States and the Sound Paper Company are desirous that a paper mill shall be established at some tidewater point on Puget Sound for the manufacture of paper from wood pulp, and the use of the standing timber mentioned in paragraph V hereof in such a factory.

VIII.

That the officials of the United States Department of Agriculture, Forest Service, that they might make proper offer for the sale of the standing timber mentioned in said paragraph V hereof, applied to the Hartford Eastern Railway Company for a rate upon logs for the transportation of said timber, and were informed by the officials of the Hartford Eastern Railway Company that said company had no rate upon logs applicable to said timber, and that they would establish no rate for the hauling of logs for the reason that the grades and curves upon said railroad between Robe and Waldheim were excessive and several small tunnels would have to be passed through. That by reason of said refusal to establish rates the United States government, through its Department of Agriculture, Forest Service, has applied to this Commission for an order directing the Hartford Eastern Railway Company to establish rates for the transportation of logs, timber and other forest products, upon said branch railroad from Waldheim and intermediate points to Hartford.

IX.

That the Boston-American Mining Company has lately acquired title, through receiver's sale, of a large number of mining claims in the Monte Cristo and Silver Creek mining districts, which claims were heretofore owned by the Monte Cristo Metals Company. That in the Monte Cristo mining district the said Boston-American Mining Company is now engaged in the development of the mineral resources of said district and has spent in opening up mines in said district and in the construction of bunkers and aerial trams and other improvements, a sum exceeding \$230,000.00. That there are now employed by said company seventeen men. That said company will soon have completed bunkers and concentrating plant and an aerial tram and will be in a position to ship ore from said mines.

X.

That the railroad extending from Hartford to Monte Cristo was built to accommodate the mines at Monte Cristo. That after the building of said railroad the same was, on two different occasions, greatly damaged by flood, but was thereafter repaired, and, owing to the failure to operate the mines at Monte

Cristo, said road, throughout the greater part of its length, has been indifferently operated, and during the period of deep snows, trains have not been operated to Monte Cristo.

XI.

That the tunnels, grades, and curves of said railroad are of such character that cars loaded with logs properly secured, in trains of at least fifteen cars, can without undue danger be moved over said line, and that the said Hartford Eastern Railway Company should establish distance tariffs for transportation of logs and other timber and forest products between Waldheim and Hartford and intermediate points, either based upon measurement or weight. That said Hartford Eastern Railway should, during the period of deep snow, operate a sufficient number of trains, not less than one a week, to accommodate the mining industry at Monte Cristo and the people residing at that point, said population of Monte Cristo now being upwards of thirty souls: Provided, however, That in case the Boston-American Company shall, when it has completed its mining plant, fail to operate the same, and the present population of Monte Cristo shall become greatly reduced, that during the period of deep snow the Hartford Eastern Railway Company need not maintain train service to Monte Cristo.

WHEREFORE, IT IS ORDERED:

I.

That within ten days from date of service of this order the Hartford Eastern Railway Company shall publish and file with this Commission distance tariff rates on sawlogs, timber, and other forest products, between Waldheim and Hartford and intermediate points, either based upon measurement or weight.

II.

That during the period of the completion of the mining plant of the Boston-American Mining Company and thereafter during its operation, so that a population of thirty people shall dwell at Monte Cristo, there shall be maintained and operated a number of trains per week sufficient to handle the traffic in and out of Monte Cristo, and in no event less than one train per week, during the period of deep snow.

No. 4585.

In re Transportation of Special Agents of the Public Service Commission of Washington Engaged in Investigation of Transportation.

Order permitting cancellation of charges for transportation of special agents.

October 24, 1917, the Commission entered the following

ORDER.

The Public Service Commission of Washington heretofore having requested the Northern Pacific Railway Company to furnish transportation to certain special agents of the Commission engaged in investigating transportation in the State of Washington particularly as to the carrying of passengers without any charge being made therefor; and

The Northern Pacific Railway Company having by its letter of October 22, 1917, offered to cancel charges for the transportation of such special agents to

the amount of ninety-nine dollars (\$99.00), and the Commission being fully advised,

IT IS ORDERED, That the said company be, and the same is, hereby authorized and directed to cancel said charges in the sum of ninety-nine dollars (\$99.00).

No. 4589.

PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. HARTFORD EASTERN RAILWAY COMPANY AND NORTHERN PACIFIC RAILWAY COMPANY, *Respondent*.

Complaint challenges reasonableness of joint log rates.

Hearing held at Seattle, November 23, 1917, and decision taken under advisement. Pending.

No. 4546.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* CITIZENS OF PALMER SPUR, *Complainants*, v. GREAT NORTHERN RAILWAY COMPANY, *Respondent*.

Complaint filed November 22, 1917, to compel flag stop at Palmer Siding. Pending.

DISPOSITION OF CASES AFFECTING ELECTRIC RAILWAYS.

No. 1748.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* CITY OF SEATTLE, *Complainants*, v. SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY, A CORPORATION, AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Respondents*.

Petition of defendant to modify order of April 24, 1915. Denied.
August 17, 1917, the Commission entered the following

ORDER.

It appearing to the Commission that the defendant in the above cause has petitioned the Commission for a modification of the Commission's order in this case under date of April 24, 1915. Under date of April 29, 1915, the city of Seattle filed with the Commission its motion to dismiss the petition of the defendants for a modification of said order. After due consideration of the matter the petition of the defendants is hereby denied.

No. 1833.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* FRANCIS C. AXTELL *et al.*, *Complainants*, v. PUGET SOUND TRACTION, LIGHT & POWER Co., *Respondent*.

Order of dismissal.

September 17, 1917, the Commission entered the following

ORDER.

It appearing to the Commission in the above entitled matter that no good reason exists for the continuance of this case,

IT IS ORDERED, That the same be, and hereby is, dismissed without prejudice.

No. 1937.

SCHWABACHER BROTHERS & COMPANY, A CORPORATION, *et al.*, *Complainants*, v. THE SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS THEREOF, *Defendants*.

Complaint to secure freight facilities. Adjusted and dismissed.
May 19, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that the cause of complaint in the above entitled case having been satisfied by the defendants providing freight depot facilities near the point requested in the complaint, and there being no reason why this case should not be dismissed,

IT IS ORDERED, That the same be, and hereby is, dismissed.

No. 4009.

CITY OF SPOKANE, A MUNICIPAL CORPORATION, *Complainant*, v. WASHINGTON WATER POWER COMPANY, A CORPORATION, AND THE SPOKANE AND INLAND EMPIRE RAILROAD COMPANY, A CORPORATION, *Respondents*.

Jitney and automobile competition with street railways considered. "Owl" cars ordered continued in service and use of "one man" cars permitted on specified runs.

January 10, 1917, the Commission entered findings, opinion and order as follows:

This cause came on for hearing at Spokane, Washington, June 9, 1916, before Commissioners Arthur A. Lewis and Frank R. Spinning upon complaint of the city of Spokane, the city of Spokane being represented by M. E. Stephens, Esq., corporation counsel, and C. M. Fassett, Esq., commissioner of public utilities; the Washington Water Power Company was represented by Post, Russell, Carey and Higgins, its attorneys, and the Spokane & Inland Empire Railroad Company by Graves, Klizer and Graves, its attorneys. Scott Z. Henderson, assistant attorney general, appeared as attorney for the Commission.

The complainant alleges in substance that heretofore for a long period of time the respondents have operated what is known as "owl cars," that is, cars leaving the center or business portion of the city at about 12:30 a. m., or after midnight. That the said respondents have recently announced publicly that they propose to discontinue said service and cease to operate cars after 12 midnight. That there are a large number of persons who patronize the so-called "owl cars" and to have such service discontinued would be a serious inconvenience and detriment to the traveling public, the city of Spokane and its citizens; also that the respondents have and are reconstructing cars and operating same with one employee or a so-called "one man car." That there have been a number of complaints that said cars are dangerous and the service inadequate and the public is not properly protected by the operation of same.

In their answer to the matters complained of, the respondent companies make general denial that it would be a serious inconvenience or detriment to the traveling public, the city of Spokane, or its citizens to have the "owl car" service discontinued, or that the discontinuance thereof would render the public service inadequate, insufficient or improper. That the operation of the so-called "one man car" is not dangerous or the service inadequate and that the public is properly protected in the operation of said cars.

By way of affirmative showing, the respondents allege that for a good many years last past they have had in operation in the city of Spokane street car systems radiating from the center of the city practically in all directions. That the construction and operation of its street car lines has not been confined to the business and thickly settled portion of the city but has been extended to the suburbs and into thinly settled districts, thus giving adequate transportation facilities to all the people within the city regardless of the distance from the center of the city, amount of traffic furnished by the district, or to the profitableness of the operation of the cars therein. That in consequence of the marked decrease in patronage due particularly to the increased use of the motorcycle, private automobile and competition of the jitney bus, the lines are now operated at an actual loss and that the conditions affecting street car transportation in Spokane are such that the respondents are compelled to resort

to every possible means of effecting economy and reducing the cost of conducting its transportation business.

OPINION.

Within the past few years the decrease of operating revenues of street car systems in the country has been particularly noticeable. Apparently this decrease is due principally to the advent of an ever-increasing use of the private automobile, motorcycle and jitney bus in transportation. The testimony in this case showing the financial condition of the street railway systems in Spokane, we believe, reflects the true condition. It is not reasonable to presume that the stockholders will long continue to operate properties in which they not only do not receive any return on their investment but actually suffer an out-of-pocket loss in order to operate the properties. If there is no relief for such conditions the inevitable will happen, "the trolley will come down and the rails will come up." Especially will this be true in outlying districts and we do not know of any power that this Commission possesses to compel a public service company to continue to discharge its functions to the public under such conditions. Having this condition in mind in facing the street car situation in Spokane, the Commission realizes the necessity of using its efforts in preserving to the public a reasonably safe and efficient service without unduly throttling the activities of the carriers in their efforts to operate their systems with the greatest economy.

With reference to the "owl car" service:

We are of the opinion that this is a service which could not well be discontinued without serious inconvenience to a considerable number of patrons with but a comparatively nominal saving to the company in operating expenses. We therefore believe that this service should be continued as heretofore.

With reference to the near-side stop or "one man" cars:

This is a type of car having the entrance and exit in the front end of the car only (with the exception of the emergency door in the rear). There are several types of such cars now in operation throughout the country. All, however, are similar in construction as to the exit and entrance. The cars are more efficient and convenient than the old type in receiving and landing passengers before crossing a street, or what is generally termed the near-side stop. We believe they can be operated with greater convenience to the public and in some respects greater safety than the cars having a rear entrance and stopping on the far side of a street; the motorman can place his car at any particular landing with greater accuracy and it also prevents pedestrians from running in the rear of a street car and in front of another car, which is a frequent source of accidents. We are of the further opinion that where cars are not too large and the traffic is not too congested they can be operated with reasonable safety and convenience to the public with one man. That all cars so used shall be first approved by the Commission and operated on designated routes.

On account of the large area covered by the city of Spokane as compared with the population, we wish to suggest to the respondent companies the desirability of a consolidation of the two street railway systems. If this can be accomplished no doubt quite a saving in overhead expenses can be brought about with accruing advantages to the public in service.

WHEREFORE, IT IS ORDERED, That respondents continue the "owl car" service on their respective street car systems as conducted at the time the hearing was held in this case, to-wit: June 9, 1916.

That before operation of one-man cars in the city of Spokane respondents submit to the Commission for approval lists of routes on their respective lines upon which they desire to operate such cars and that such cars be inspected and approved by the Commission before operation.

January 30, 1917, a supplementary order as follows was entered:

Whereas, by an order entered in this cause on the 10th day of January, 1917, and served on the Washington Water Power Company on the 12th day of January, 1917, the Public Service Commission of Washington required the Washington Water Power Company to submit to the Commission, for its approval, a list of routes on which it desires to operate the so-called "one man" or "near side stop" cars,

Now, therefore, in compliance with said order, the Washington Water Power Company states that it is now operating, and at the time of the hearing of this proceeding it was operating, and it proposes to continue to operate, said "one man" or "near side stop" cars on the following lines or routes in the city of Spokane, to-wit: Pacific Avenue and Liberty Park line, Corbin Park and South Maple line, Maxwell Avenue and Union Park line, North Monroe and Tenth Avenue line, North Monroe and Cannon Hill line, Indiana Avenue and Stafford's Addition line, Fort Wright line, Garden Springs line, North Division Street line, North Cannon Street line.

The Washington Water Power Company further states that the style or type of said cars which it is now operating and which it proposes to continue to operate are the same cars that were being operated at the time of the hearing of this proceeding and prior thereto, which cars are more particularly described in the oral testimony, photographs and drawings already on file in the records of the Commission in this proceeding.

Wherefore, the Washington Water Power Company prays that the Commission enter its order herein, approving the operation of said cars on said lines or routes.

February 2, 1917, the following order was entered:

Whereas, by an order entered in this proceeding on the 10th day of January, 1917, which was served on the Washington Water Power Company on the 12th day of January, 1917, the Public Service Commission of Washington required the Washington Water Power Company to submit for approval a list of the lines or routes upon which it proposes to operate "one man" or "near side stop" cars, and whereas, in compliance with said order the Washington Water Power Company did, on the 2d day of February, 1917, file with this Commission a list of such routes, with the description of the cars proposed to be operated;

NOW, THEREFORE, IT IS ORDERED, That said list of routes and said type of cars therein described be and they are hereby provisionally approved, reserving to the Commission, however, jurisdiction, at any time hereafter, upon further hearing, to require such modification in such routes and such improvements or alterations in the type of said cars as, after hearing as provided by law, the Commission shall find to be just, reasonable, and necessary; and

IT IS FURTHER ORDERED, That in any such subsequent hearing the evidence now on file in this proceeding shall be considered to the same effect as though introduced at such subsequent hearing.

No. 4086.

PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* THE CITY OF SEATTLE, *Complainant*, v. THE SEATTLE, RENTON & SOUTHERN RAILWAY COMPANY AND SCOTT CALHOUN AND JOSEPH PARKIN, RECEIVERS, *Defendants*.

Order of dismissal.

May 7, 1917, the Commission entered the following

ORDER.

On the request of the city of Seattle, dated May 3, 1917,

IT IS HEREBY ORDERED, That the above entitled cause be, and the same is, hereby dismissed.

No. 4228.

TACOMA RAILWAY & POWER COMPANY, *Plaintiff*, v. CITY OF TACOMA, *Respondent*.

Company petitioned to be relieved from franchise obligations to pave streets, maintain bridge, pay two per cent income tax and give free or reduced fares to city employees. Dismissed for reasons assigned in separate opinions. Chairman Blaine: Commission without authority to make or enforce an order against a city. Commissioner Lewis: Relief to company lies in increased rates, but Commission cannot grant this because of specific five-cent limitation in the state law. Commissioner Spinning: Authority to release company lies only with the city or with the legislature which delegated to cities franchise granting power.

April 26, 1917, the Commission entered the following

ORDER AND OPINIONS.

Upon the grounds and for the reasons assigned in separate opinions rendered by the chairman and members of the Commission and filed in the above entitled proceeding,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

OPINION BY CHAIRMAN BLAINE.

The plaintiff is a public service corporation of New Jersey doing business in the State of Washington. It complains of the city of Tacoma, a municipal corporation of the latter state. It is alleged that prior to the enactment of the public service law of this state, certain franchises were granted by the defendant, the city of Tacoma, under which the plaintiff is now operating a street car system in that city; that, under the provisions of those franchises, the plaintiff must pave between the car tracks, aid in the maintenance of bridges, pay two per cent (2%) of its gross earnings to the city, and give certain fares to employees and officers of the municipality.

It is further alleged that the defendant allows jitneys to operate within the city, unregulated, which take from the complainant revenues essential to its well-being and ability to comply with its duty toward its patrons and the public service law of the state.

Covering the term of years the plaintiff sets forth its income and disbursements, also the value of its property in Tacoma as found by this Commission.

From all of which allegations it is plain to be seen that the capital of the complainant company is becoming gravely impaired. It does not, however, ap

pear that the service of the complainant thus far is other than safe, expeditious and sufficient.

From the viewpoint of the complainant, the situation is grave and probably, in some manner, can be relieved, but not by the form of procedure now before us.

I do not question but what the powers of this Commission under and by virtue of the act creating it—chapter 117, Laws of 1911—are very comprehensive as well as exclusive. I think this is clear from the definition of the term "transportation of persons" and the definition of the term "service" as found in the act, and particularly by the provisions of section 9, which declares "that all charges made for any service rendered or to be rendered in the transportation of persons or property, or in connection therewith, by any common carrier, or by two or more common carriers shall be just, fair, reasonable and sufficient. Every common carrier shall construct, furnish, maintain and provide safe, adequate and sufficient service facilities * * * to enable it to promptly, expeditiously, safely and properly receive, transport and deliver all persons * * * received by it for transportation, and to promote the safety, health, comfort and convenience of its patrons, employees and the public."

By section 25 of the act, street car fares for one continuous ride within the corporate limits of any city or town are limited to five (5) cents. Thus allowing a street car company to collect only a five-cent fare, the Commission is charged with the duty of establishing fares which are just, fair, reasonable and sufficient, and at the same time it is charged with the duty of compelling the common carrier to construct, furnish, maintain and provide safe, adequate and sufficient service facilities for the receiving and transportation of persons and to promote their safety, health, comfort and convenience. In so providing, I do not believe the law under which this Commission has its being, contemplates that any public service enterprise, judiciously conceived and efficiently and honestly managed, shall by any exactions be put out of business. As I catch the spirit of the law and as it has been construed by the supreme court of this state in the Webster case, 67 Wash. 37, the state and its subordinate bodies are no longer much concerned as to who owns the public utilities, for the utilities under regulation are agencies of the state. Within the spirit of the act it appears just as mischievous to allow some agreement or license, particularly as to a certain per cent gross of the revenues of the utilities to be paid to some subordinate division of state government as to allow such subordinate division of government to regulate the rates to be charged by a common carrier. Both affect the revenues of the utility. They differ only in degree.

Under the Webster case, *supra*, I am of the opinion that the provisions of the ordinance for a two per cent (2%) gross is not a contract but a regulatory matter in the nature of a license, which is not binding upon this Commission in any order which this Commission might, in a proper proceeding, be called upon to make.

As I view the public service act of 1911, this Commission has no jurisdiction over any city or town of the state, except when it is performing some public service function, and even then not to the same extent as we have jurisdiction over the ordinary public service agency. In the case before us we have no power to cite the city of Tacoma to appear before us, nor can we enter an order against it. Under the public service act of this state, any city or town may become a complainant and at its own instance the Commission can proceed against a public service body, but to reverse this order and allow a utility to

complain against a municipality would be a procedure which the statute does not seem to contemplate.

In examining the powers of the Commission in relation to public service companies—article 6 of the public service act—we discover that “whenever the Commission shall find, after a hearing had upon its own motion, or upon complaint as herein provided, that the rates, fares or charges demanded, exacted, charged or collected, or that the regulations or practices of such common carrier affecting such rates are unjust, unreasonable, unjustly discriminatory or unduly preferential, or that such rates, fares or charges are insufficient to yield a reasonable compensation for the services rendered, the Commission shall determine the just, reasonable or sufficient rates, fares or charges, regulations or practices to be thereafter observed; * * * that whenever the Commission shall find that the rules, regulations, practices, equipments, appliances, facilities or service are unjust, unreasonable, unsafe, improper, inadequate or insufficient, the Commission shall determine the just, reasonable, adequate, sufficient and proper rules, regulations * * *

Section 80 of the act provides who may make a complaint. It “may be made by the Commission, a person, corporation, chamber of commerce, board of trade, or any commercial, mercantile or agricultural society or any body politic or municipal corporation setting forth any act or thing done or omitted to be done by any public service corporation in violation, or claimed to be in violation of any provision of law or any order or rule of the Commission.” From this language it is to be observed that in all instances the complaint must run against a public service body, and the service of process also must be upon or against such.

In the Webster case, *supra*, a patron complained that the service was inadequate, and that the rates were insufficient to maintain an adequate service, and the complaint in that action before this Commission was directed against the utility.

In the matter before us, we are in the same position as though some railroad company might apply to us for leave to discontinue the operation of a portion of its road. This we could not do. If, upon the other hand, it should cease to operate a portion of its road and a complaint should be made to us by one injured, then we could hear and determine the matter.

See *Culver v. St. Joseph & G. I. R. Co.*, P. U. R. 1917-B, p. 566.

Quoting the language of the New York public service commission, second district, as follows:

“We are of the opinion that the Commission cannot make an order permitting the company to discontinue a service which is provided for in its charter and for which it was presumably incorporated. * * * On the other hand, there is nothing in the statutes which requires the railroad company to come to the Commission and make application for permission to discontinue the operation of its passenger trains on its railroad, but in the event that it should discontinue all of its passenger service the public is given ample protection because the Commission has power under the statute to require the railroad company to operate sufficient trains to give proper service to the traveling public. It seems to us that this is the situation in the present case. If the railroad company should discontinue the operation of its passenger trains, then a complaint could be filed with the Commission alleging that no passenger service was being given on this branch road, and then the question would be squarely presented for the consideration of the Commission as to whether or not there

was traffic justifying the respondent in operating passenger trains over this railroad, and, if so, the Commission would be in a position to order this service restored."

Under the public utility law of Wisconsin, section 1797m—52:

"Any public utility may make complaint as to any matter affecting its own product or service with like effect as though made by any mercantile, agricultural or manufacturing society, body politic or municipal organization or by any twenty-five persons, firms, corporations or associations."

If a provision of like character were to be found in the statute law of Washington, I have no doubt but what plaintiff's procedure would be proper.

COMMISSIONER LEWIS' OPINION.

This case is before the Public Service Commission (hereinafter referred to as the Commission) upon the petition of the Tacoma Railway & Power Company, a corporation (hereinafter referred to as the company), seeking to be relieved of certain franchise provisions contained in the franchise granted by the city of Tacoma (hereinafter referred to as the city) to said company, relating to the payment of a percentage of its gross revenue to the city, and paving and maintenance thereof of certain portions of the streets occupied by the company's tracks, and a certain portion of the cost of constructing and maintaining bridges over which the said tracks are constructed, also requiring the company to provide free transportation to certain city employees.

The company further alleges that the burden so imposed results in discrimination between persons and between localities and that the revenue derived from the operation of the company's street railway system in the city of Tacoma, under the lawful rate, is insufficient to enable the company to provide the standard of service required by law.

The city, in its answer to the petition, moved to dismiss on the ground of lack of jurisdiction of the Commission. At the hearing arguments were had upon this motion to dismiss, and the question before the Commission for decision at this time is that of jurisdiction.

In order to determine what powers and duties have been delegated to the Commission in the matter of regulation of public service companies, it is first necessary to determine the intent of the legislature. The legislature itself has the power to fix the rates, prescribe the kinds of service and pass rules for the proper regulation of public service companies. On account of the difficulty, however, of enacting into general law rules and regulations which would be sufficiently elastic to meet all conditions, the legislature created a Commission and delegated to said Commission the power or authority to carry out certain functions of the legislature. The delegation of this power was made by the enactment of the Public Service Commission law. It then follows that the only power possessed by the Commission is that which is contained in said law. If the Commission goes beyond its instructions received from the sovereign power, it is performing duties which were not intended by the legislature and which are therefore void.

The public service act is generally broad in its scope in the matter of the regulation of rates and service of public service companies. There are exceptions, however, to this broad power, exceptions which have heretofore been recognized by the Commission as specifically limiting its power in certain particulars.

In defining the terms used in the act under section 8, street railway, gas, electric, telephone and water companies are defined as including every corporation, company, association, joint-stock association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever and *every city or town owning, operating, managing or controlling any water system for hire within this state.*

Construing this section standing alone there could be no question but that the legislature intended that the Commission should have jurisdiction over plants owned and operated by any city or town. In another section of the act, the legislature did, however, limit the Commission's jurisdiction by providing in section 105:

"Nothing in this act shall authorize the Commission to make or enforce any order affecting rates, tolls, rentals, contracts or charges or service rendered, or the safety, adequacy or sufficiency of the facilities, equipment, instrumentalities or buildings, or the reasonableness of rules or regulations made, furnished, used, supplied, or in force affecting any street railroad, telephone line, gas plant, electrical plant or water system owned and operated by any city or town, but all other provisions enumerated herein shall apply to public utilities owned by any city or town."

This section has always been construed by the Commission as withholding jurisdiction of the Commission over municipally-owned plants with regard to the things enumerated.

The legislature intended, however, that in all other provisions not enumerated that the Commission should have jurisdiction and so stated.

In section 34 of the act, the power of the Commission over water companies is also limited. This section, among other things, provides:

"That the Commission shall have no power to order the termination of any contract relating to the furnishing of water for irrigation and domestic use where such contract is based upon a consideration passing at the time of the execution of such contract."

With reference to the rates of street railway companies, section 53 of the act is of broad scope and provides:

"Whenever the Commission shall find, after a hearing, had upon its own motion or upon complaint as herein provided, that the rates, fares or charges demanded, exacted, charged or collected by any common carrier for the transportation of persons or property within the state, or in connection therewith, or that the regulations or practices of such common carrier affecting such rates are unjust, unreasonable, unjustly discriminatory, or unduly preferential, or in any wise in violation of the provisions of the law *or that such rates, fares or charges are insufficient to yield a reasonable compensation for the service rendered, the Commission shall determine the just, reasonable or sufficient rates, fares or charges, regulations or practices to be thereafter observed and enforced and shall fix the same by order as hereinafter provided.*"

Practically the same language is used regarding rates for all other utilities over which this Commission has jurisdiction. However, with reference to street railway rates, we note another exception which curtails the power of the Commission, and this particular limitation of power applies directly to the case before the Commission for decision. Under section 25 of the act we find the following provision:

"No street railroad company shall charge, demand or collect more than five cents for one continuous ride within the corporate limits of any city or town.

Every street railroad company shall upon such terms as shall be just and reasonable, furnish its passengers transfers entitling such passengers to one continuous trip over and upon portions of its lines within the same city or town not reached by the originating car."

I am unable to find in any of the records of this Commission wherein a public service company other than a street railway company has sought relief from financial burdens other than through the adjustment of rates as expressly provided in the act. In every instance it has been through the rate end and not by reduction in operating expenses or fixed charges. It is true that the Puget Sound Traction, Light & Power Company made a request similar to the petition in this case, but in said case the order of dismissal was entered with the express understanding that the jurisdictional question would be finally passed upon at a later date.

It may be said that section 25, limiting the rate to five cents, prohibits relief from that source. The only inference I can draw is that section 25 does control, thereby limiting the Commission's powers and the broad power of regulation as indicated by the scope of the act has not been conferred by the legislature with respect to the raising of street railway rates. If the Commission has no power to raise a rate, it therefore seems plain to me that the legislature has not intended to confer on the Commission any powers that are *incidental* to the raising of the rate. In other words, by closing the main gate to a raise in the rates above five cents, the legislature has by implication closed all other gates which may have been left open.

It is my understanding that where a power is expressly granted by the legislature, it carries with it such powers which are essential and necessary to put into effect the power expressly granted. In view of the fact that the legislature has expressly withheld the power to raise street railway rates above five cents, the legislature evidently intended to withhold from the Commission any implied power with reference to the raising of street railway rates. Inasmuch as there is no expressed power granted to the Commission to eliminate any item of operating expense, maintenance or fixed charges with relation to street railway companies, I am of the opinion that neither expressed nor incidental power has been conferred upon the Commission with reference to the raising of street railway rates on account of the limitation of such power by section 25.

I therefore concur in the dismissal of this case for the reasons stated above.

COMMISSIONER SPINNING'S OPINION.

The Tacoma Railway & Power Company, hereinafter referred to as "the company," filed a complaint with the Commission alleging that certain franchise ordinances enacted by the city of Tacoma, hereinafter referred to as "the city," prescribed the terms and conditions upon which the company's street railways were located and constructed in the city, and that such terms and conditions require, among other things, that the company pay the city a tax on its gross receipts, pave certain portions of the streets occupied by its tracks, pay a certain portion of the cost of constructing and maintaining bridges over which its tracks are constructed and maintained and provide free transportation for city officers and employees. The complaint also alleges that the burdens so imposed result in discrimination between persons and between localities and that the revenue derived from operation of the company's street railway system in the city of Tacoma under the lawful rate is insufficient to enable the company to

provide the standard of service required by law. The prayer of the complaint is as follows:

"That an order be entered relieving the plaintiff from any obligation to pay any gross earning taxes, and from contribution to the cost of bridges—to pave or pay therefor; from maintaining and repairing streets; from furnishing any free transportation,—and that the plaintiff be relieved from any further provisions of franchises under which it operates, except to give adequate and sufficient service and fair and reasonable rates."

The city filed a motion to dismiss the complaint upon the following grounds:

"That it appears upon the face thereof that the Public Service Commission of Washington has no jurisdiction of the person of defendant or of the subject-matter of the proceeding, and is without jurisdiction or power to consider the matters, or any portion thereof, set up in said complaint, or to make any order in the premises, other than a dismissal thereof."

In support of its motion the city contends:

1. That the Public Service Commission law contains no provision authorizing the Commission to set aside any franchise or ordinance or to relieve the company from any obligation or burden imposed thereby.

2. That the franchise provisions complained of constitute contractual obligations and that the Commission is without power to impair such obligations, directly or indirectly.

The company contends that the Commission is authorized to make the order prayed for and asserts:

1. That the power to relieve the company from the franchise terms and conditions complained of has been conferred upon the Commission by implication, because such power is essential to the exercise of powers expressly vested in the Commission.

2. That such franchise provisions are not contractual obligations, but are mere terms and conditions prescribed by the legislative authority of the city; that the city, the charter of the city, and all ordinances and franchises enacted by the legislative authority of the city, are subject to and controlled by general laws; that the Public Service Commission law is a general law and that such franchise provisions conflict therewith.

3. That, if the franchise provisions are contractual obligations, as contended by the city, section 34 of the Public Service Commission law authorizes the Commission to order them terminated.

4. That the burdens imposed by the franchise provisions constitute discrimination between persons and between localities.

The points urged by the city are so related to the points made by the company that a discussion of the latter will necessarily include the former.

I.

IMPLIED POWERS.

In view of the conclusion reached upon consideration of the second point raised by the company, it is unnecessary to consider the subject of implied powers.

II.

STATUS OF FRANCHISE TERMS AND CONDITIONS.

Counsel for the company bases his contention that the Commission should enter an order relieving the company from terms and conditions complained of upon the following proposition:

"As the legislative authority of the city was imposing upon the grantee of the franchise burdens for the benefit of the city, by the exercise of the governmental function to prescribe terms and conditions, instead of such benefits being obtained by way of contract, such benefits could be released by the state and the grantee of the franchise relieved of the burdens."

Conceding this proposition to be a correct statement of the law, it remains to be determined what is the proper agency of the state to release such benefits and relieve the grantee of the burdens.

The legislature has, by a general law, delegated to municipal corporations authorized to frame their own charters, power:

"To authorize or prohibit the locating and constructing of any railroad or street railroad in any street, alley, or public place in such city, and to prescribe the terms and conditions upon which any such railroad or street railroad shall be located or constructed; to provide for the alteration, change of grade, or removal thereof; to regulate the moving and operation of railroad and street railroad trains, cars, and locomotives within the corporate limits of said city; and to provide by ordinance for the protection of all persons and property against injury in the use of such railroads or street railroads."

If, under the guise of prescribing terms and conditions for the location and construction of a street railway, the city regulates, or attempts to regulate, rates or service, the Commission may, in the exercise of its authority to regulate rates and service, ascertain and fix the lawful rate or the lawful service and thereby the state, acting through the legislature and the Commission, both duly authorized agents, exercises its power over the subject-matter involved and thereby releases any benefits accruing under the franchise terms and conditions which regulate, or purport to regulate, rates or service and relieves the street railway of such rate or service regulating terms and conditions.

On the other hand, if the city, acting within the scope of its franchise-granting authority, prescribes terms and conditions germane to such authority, it is acting under a general law delegating franchise-granting authority, and the terms and conditions so prescribed are not subject to supervision, criticism or revision by the Commission. Authority to release the benefits accruing from such terms and conditions lies with the city or with the legislature which delegated the franchise-granting power to the city.

If the city, under the pretext of prescribing terms and conditions, attempts to exercise a taxing power which is not delegated to it by the legislature, and thereby acts outside of the scope of its authority, the courts may restrain such unauthorized exercise of power without action by the Commission, because the Commission is not vested with either concurrent, original or revisory taxing power to be exercised before the court may act.

Applying the foregoing propositions to the terms and conditions involved herein, it appears that:

The terms and conditions relating to paving and the bridge expense do not partake of the character of rate or service regulation, but, on the contrary, relate to adjustment of street paving and bridge construction and maintenance

burdens. Whether or not the adjustment of street paving and bridge construction and maintenance burdens is a proper subject to be included in terms and conditions prescribed for the location and construction of a street railway, is a question for the courts to determine without previous action by the Commission, for it is purely a judicial question.

The terms and conditions relating to the gross receipts tax do not partake of the character of rate or service regulation, although such tax may affect the rate or the ability of the company to render proper service in the same manner that any other tax affects the rate or the ability of the company to render proper service. Whether the legislature intended to delegate to the city power to levy a gross receipts tax when prescribing terms and conditions for the location and construction of a street railway, is a judicial question for the courts to determine without action by the Commission.

If it is within the scope of the power delegated to the city by the general law under which the city framed and adopted its charter, it is a power of equal dignity with the powers of the Commission relating to rates and service, and it is clear that the Commission has not been vested with concurrent, original or revisory taxing powers. The legislature may, by general law, modify or revoke such power, but, so long as it rests with the city, if it does rest with the city, the city is the proper agency to exercise such power, just as the county taxing authorities, subject to the supervision provided by law, are the proper agencies to exercise the taxing powers vested in them by general law.

The delegation to cities, by a general law, of power to prescribe terms and conditions for the location and construction of street railways is not inconsistent with section 10, article 11 of the state constitution, which provides that "cities * * * and all charters thereof, framed or adopted by authority of this constitution, shall be subject to and controlled by general law," for the delegation of such power is the exercise by general law of control, over such cities and charters and a legislative recognition that such cities and their charters are subject to general laws.

In the case of the *State ex rel. Webster v. Superior Court*, 67 Wash. 37, the city of Seattle had prescribed in a franchise ordinance rates for a telephone company. The court, at page 55, said:

"The power to fix rates, if exercised by the city, unless that power is clearly expressed by legislative grant, is in the nature of a license and is revocable at the will of the legislature when, in its judgment, the common good demands its reassertion."

Subsequent to the enactment of the franchise ordinance prescribing rates for the telephone company, the legislature delegated to the Commission power to regulate rates and service and the Commission exercising such power fixed different rates than those prescribed in the franchise. The court, at page 47, said:

"But where the state, as has this state, asserted its jurisdiction over a given subject-matter, and there is no room for concurrence, a municipal charter or ordinance must give way."

In the case now before the Commission the city prescribed in a franchise ordinance certain provisions which do not partake of the character of rate or service regulation. The city asserts that it was authorized to impose such provisions by the general law permitting it to grant franchises and to prescribe terms and conditions upon which street railroads shall be located or constructed. The legislature has not delegated to the Commission power to grant franchises

or to prescribe terms and conditions upon which street railroads shall be operated or constructed. Hence it does not appear that the state has asserted its jurisdiction over this subject-matter or revoked the authority delegated to the city. It cannot be said that the provisions of the Public Service Commission law to the effect that rates must be just, fair, reasonable and sufficient and that the service must be adequate and sufficient, are superior to the provisions of the general law designating the agency of the legislature for granting franchises and defining the powers of such agency. No reason has been offered or is apparent why the provisions of the Public Service Commission law should be held to be beyond the influence of, or too sacred to be affected by, the provisions of the law regulating the granting of franchises to public service companies. Both are general laws. Both relate to and delegate powers affected by the public interest and which might be exercised directly by the legislature or delegated to either the city or the Commission. Neither the constitution nor the legislature has said that one shall be superior to the other. The conclusion that they are equally effective seems irresistible. It necessarily follows that, when the city acts within the scope of its franchise-granting authority, certainly it is not for the Commission to determine whether the city has exercised its power wisely or unwisely, with reason or without reason. When confined within the scope of its authority to prescribe terms and conditions upon which a street railroad may be located or constructed, the city exercises a power of equal dignity with the powers vested in the Commission, for the city is the agent of the legislature for the purpose of prescribing terms and conditions upon which a street railroad may be located or constructed, just as truly as the Commission is the agent of the legislature for the purpose of discovering the facts upon which the law operates in determining the lawful rate or lawful service required of such street railroad. Acting within the scope of their respective powers, delegated to them by general laws, the city and the Commission are fellow agents of the legislature—neither being authorized to supervise or revise the work of the other.

III.

EFFECT OF SECTION 34.

It is unnecessary to discuss the question of whether or not section 34 of the Public Service Commission law authorizes the Commission to order common carriers to terminate contracts, for the reason that the burdens complained of are not imposed by contracts but are terms and conditions prescribed by the legislative authority of the city. The company contends that the burdens complained of are not contractual obligations and this proposition appears to be well established.

IV.

DISCRIMINATION.

Sections 18, 20 and 21 of the Public Service Commission law contain rules which the Commission must apply in determining whether or not discrimination is practiced or undue or unreasonable preference or advantage given by a common carrier. It seems entirely clear that neither the street paving, bridge construction and maintenance burdens, nor the gross receipts tax are within the purview of the provisions of the Public Service Commission law relating to undue and unreasonable preferences or discrimination. If the franchise ordinances prescribing the terms and conditions complained of infringe the spirit

or are repugnant to the policy of the state, as declared in its general legislation, the courts are vested with power to correct such evil. The Commission's duty is to enforce the Public Service Commission law and to prevent such practices, regulations, etc., as are included in the terms undue and unreasonable preference and discrimination, as such terms are defined in that law. Section 18 expressly provides that nothing therein contained "shall be construed to prevent the issuance of free or reduced transportation by any street railroad company for mail carriers, or policemen or members of fire department, city officers, and employees when engaged in the performance of their duties as such city employees."

In view of this provision it is unreasonable to assume that the legislature intended that the issuance of free or reduced transportation to city officers and employees should constitute undue or unreasonable preference or discrimination.

In conformity with these views the writer is of the opinion that the company's complaint should be dismissed.

No. 4378.

Application of Puget Sound Traction, Light & Power Company.

Petition to operate "one man" cars at Seattle granted; type of car approved.

April 26, 1917, the Commission entered the following

ORDER.

On hearing the application of the Puget Sound Traction, Light and Power Company for leave to purchase and operate "one man" cars in the city of Seattle, and for leave to change certain of its cars so as to be operated by one operator, after duly considering the same, it is by the Commission

ORDERED, That the prayer of the petition be granted; the type of car so authorized to be purchased and operated to be of the general type of car No. 142 now in operation on the Summit Avenue line, and heretofore inspected and approved by the Commission.

IT IS FURTHER ORDERED, That the Commission reserve its jurisdiction at all times, to see that such cars be maintained in safe condition and be safely operated.

No. 4410.

J. E. BLOOMBERG et al., Complainants, v. TACOMA RAILWAY & POWER COMPANY, Respondent.

Complaint of inefficient street car service on Center street, Tacoma.

May 26, 1917, complaint was filed and July 3, 1917, answer of company was filed. Hearing was had at Tacoma September 5, 1917, and subsequently briefs were filed. Pending.

No. 4481.

CITY OF SEATTLE, Complainant. v. PUGET SOUND TRACTION, LIGHT & POWER COMPANY, Respondent.

Protest of city against proposed tariff eliminating four-cent street car commutation tickets. Tariff suspended pending hearing. Held in view of war conditions four-cent not sufficient fare. Ordered protest be dismissed and tariff permitted to go into effect.

August 11, 1917, order was issued suspending the proposed tariff to September 1, 1917. Commissioner Lewis in signing the order said:

"In signing this order I do so with considerable doubt as to the Commission's jurisdiction over the issuance and withdrawal of commutation tickets. Section 18 of the public service act provides, 'that nothing herein contained shall prevent the issuance of mileage commutation tickets or excursion passenger tickets.' It appears to be a privilege within the discretion of the carrier to issue such tickets and it would seem to follow that the same privilege exists with relation to the withdrawal of same. Inasmuch as the city's protest was not filed in sufficient time to permit of hearing before the effective date of the supplement, it is necessary to suspend the tariff in order that present conditions may not be disturbed pending the hearing on the city's protest."

August 31, 1917, it appearing the hearing could not be concluded by September 1, 1917, an order was signed further suspending the tariff to September 20, 1917.

September 11, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This cause coming on for hearing at Seattle, Washington, on the 21st day of August, 1917, before Chairman E. F. Blaine, and Commissioners A. A. Lewis and F. R. Spinning; the Commission being represented by Assistant Attorney General Hance H. Cleland, and Official Reporter L. B. Kaler; the city of Seattle being represented by Hugh M. Caldwell, corporation counsel, and Walter F. Meier, assistant corporation counsel; the Puget Sound Traction, Light & Power Company being represented by James B. Howe, its attorney, and testimony being received, and the complainant and respondent having filed their briefs herein, and the Commission being fully advised in the premises, makes the following

FINDINGS OF FACT.

I.

That the respondent, the Puget Sound Traction, Light & Power Company is a foreign corporation, having complied with the laws of this state is entitled to do business herein, and is engaged in business as a common carrier for hire.

II.

That the respondent, the Puget Sound Traction, Light & Power Company, directly owns the water power at Electron, the water power at White River, the water power at Snoqualmie, the water power at Nooksack, the street railway system of Seattle, the distributing system in Tacoma, the street railway system in Bellingham, the distributing system in Bellingham, the transmission lines connecting all these points, and the heating plant in the city of Seattle.

III.

In the city of Seattle the respondent owns and operates two hundred and one (201) miles of street car trackage.

IV.

The respondent's street car system in Seattle is charged at the rate of one cent (1c) per kilowatt hour for all power consumed by it and delivered to the wires that feed the trolleys at sub-stations. This is its proportion of the operating costs of the power in the city of Seattle.

V.

This Commission has never determined the valuation of the respondent's car system in Seattle. One of the general officers of the respondent company testified at this hearing that his company was at large expense to determine the actual money which has gone into the street car system in Seattle exclusive of the power plant, and that the net amount which has gone into the street car system (exclusive of power), which property is used and useful, is approximately fifteen million dollars (\$15,000,000).

VI.

That in Seattle, respondent for the first six months of 1917, received an average fare per revenue passenger of 4.67 cents, while the average revenue received from all passengers was 3.46 cents.

VII.

The operating expenses per car mile of respondent's street car system in Seattle is as follows:

14.85c	Expense including 0.75c for substation expense.
0.75	Deduct this and include it in the power cost.
<u>14.10</u>	Operating expense, excluding power.
4.30	Cost of power at 1c per K. W. H.
<u>18.40</u>	
2.16	Taxes at 9% of gross earnings.
<u>20.56</u>	
6.43	For interest at 6% on \$15,000,000.
<u>26.99</u>	Total expense or outlay, but not including depreciation or obsolescence.
5.35	Add 5% for depreciation on \$15,000,000, and above amount is increased to 32.34c.
<u>32.34</u>	

Average receipts per passenger.....	4.67c
Average number passengers per car mile.....	5.17

Receipts per passenger car mile.....	24.14c
--------------------------------------	--------

	26.99c	Cost.
	24.14	Receipts.
Passengers	<u>2.85</u>	Loss per car mile.
per car mile, 5.17)	0.55	Loss per passenger.

	32.34c	Cost.
	24.14	Receipts.
5.17)	<u>8.20</u>	

1.58 Loss per passenger, or if depreciation is included the loss is increased by 1.03c per passenger.

Assuming that the value of the property is only \$10,000,000, then the result is as follows:

18.40c	Operating expense.	
2.16	Taxes at 9% gross earnings.	
<u>20.56</u>		
4.28	Interest at 6% on \$10,000,000.	
<u>24.84</u>		
3.56	Depreciation at 5% on \$10,000,000.	
<u>28.40</u>		
Average receipts per passenger.....		4.67c
Average passengers per car mile.....		5.17
Receipts per passenger car mile.....		<u>24.14</u>
24.84c Expenses not including depreciation.		
24.14 Receipts.		
Passengers	per car mile, 5.17)	0.70 Loss per car mile.
		<u>0.13</u> Loss per passenger.
28.40c Expense including depreciation.		
24.14 Receipts.		
5.17)	<u>4.26</u>	
	0.82	Loss per passenger if depreciation is included.
24.14c Receipts per car mile.		
20.56 Expenses less interest and depreciation.		
5.17)	<u>3.58</u>	
	0.69	Per passenger.
84,600,473	Passengers carried in 1916 (see p. 29).	
<u>.69</u>		
\$583,743	More than actual operating expenses including taxes, but no interest or depreciation or obsolescence.	

VIII.

From the revenues of the Seattle street car system a total sum of \$64,400.00 was paid to Stone & Webster for the season of 1916, or for the period of one year. As a managerial expense Stone & Webster is paid seven-tenths (7-10) of one (1) per cent of the gross receipts, which, on the gross receipts of 1916, amounted to \$21,600.00. There was, however, paid to Stone & Webster for 1916, the total sum of \$64,400.00, which is made up of seven-tenths (7-10) of one (1) per cent managerial fees and salaries and expenses of the local managers of the Seattle street car system.

IX.

The average length of lines on the street car system in Seattle is 5.16 miles. The longest haul for 5c is 17.953 miles. The longest haul for 4c is 9.837 miles.

X.

Late increases in trainmen's wages amount to \$130,000.00 per annum. A reduction from nine to eight hours a day in shops and power houses amounts to \$2,000.00 per month or \$24,000.00 per annum. A reduction from nine to eight hours in track and paving work amounts to \$1,100.00 per month or \$13,200.00 per year.

XI.

The elimination of the four-cent (4c) ticket and a straight charge of five cents in lieu thereof, will increase the revenues of the respondent approximately \$150,000.00 per annum.

XII.

Attached hereto and made a part of these findings, is a table showing the yearly rate of return earned and the annual development cost of the respondent's street car system in Seattle.

OPINION.

We are not unmindful of the fact that practically the whole world is at war; that our country has entered the conflict and is deemed, at least by our allies, as the determining factor in the establishment of a permanent peace. It is commonplace to say that things are not normal. This Commission would be remiss in its duty if it failed to recognize the economic changes which have and are still taking place, and the unbalancing of activities. We are passing from a peace to a war footing. Under these conditions few, if any, of the old relationships can continue to exist. If we have any power to aid in the readjustment of matters that new conditions may be met, we should be fair enough to exercise it.

It is in evidence in this case that the wages of respondent's employees have greatly increased, and further advances and new conditions are being demanded. They call for increased expenditures. Every article which the respondent must purchase to maintain its properties is abnormally high. All just demands of the workers of the respondent must be met. We know from personal contact with the conductors and motormen operating the trains of the respondent, that they are manly, courteous and efficient. They are expected to dress and appear well; surely their home environments should not be less than their business surroundings. From the files in this office we know that few complaints have been entered by the patrons of the Seattle street car company, either against the company or any of its employees, as to the operation of trains, and few accidents have occurred in Seattle, the fault of which is traceable to the respondent or any of its workers. These are commendable facts and such efficiency should be maintained if the statute law of this state is to be complied with.

This Commission is charged with the responsibility of seeing that all the rules, regulations, practices, equipment, appliances and facilities of service of any common carrier, in respect to transportation of persons or property are just, reasonable, safe, proper, adequate and sufficient.

We are also charged with the responsibility of determining rates, fares or charges, that the same shall be just, reasonable and sufficient. We do not believe that under existing conditions a four-cent (4c) rate, in the form of a commutation ticket or otherwise, is a sufficient rate in the city of Seattle, and that a five-cent (5c) rate for the carrying of all revenue passengers (save school children) is a reasonable rate or fare.

WHEREFORE, IT IS ORDERED, That the protest of the city of Seattle against the supplement to the Puget Sound Traction, Light & Power Company's passenger tariff, cancelling item No. 2 of such tariff, which provides for the sale of twenty-five (25) tickets for one dollar (\$1.00) without transfer privileges within the limits of the city of Seattle be, and the same is hereby dismissed, and that said tariff supplement be permitted to go into effect immediately.

TABLE A—SEATTLE DIVISION.

This table covers the period from January 19, 1900, to December 31, 1916, and shows the yearly rates of return earned and the annual development cost incurred by the

RAILWAY SYSTEM WITHOUT POWER FACILITIES.

In preparing this table it was assumed that the Railway System would purchase its power from the Light, Power and Steam Heat System, paying therefor at the rate of 1.00 cents per K. W. H. for 500 V. D. C. power, and 0.75 cents per K. W. H. for 2300 V. A. C. power. The maintenance and replacement annuities used were those shown and explained in the chapter dealing with the proper annuity for maintenance and replacements.

(This table is correct to December 31, 1916.)

Year	PERIOD	Structural Cost at Beginning of Period*	Additions During Period	Structural Cost at End of Period	Average Structural Cost During Period	Gross Revenue	Operating Expenses
1900	12 months.....	01	\$2,184,700	01	\$2 51	0	\$923,420
1901	12 months.....	01	1,416,814	15	3 08	3	530,835
1902	12 months.....	15	782,790	05	4 10	8	957,784
1903	12 months.....	05	462,615	30	5 12	1	1,063,451
1904	12 months.....	30	262,445	05	5 43	3	1,196,188
1905	12 months.....	05	344,558	19	6 42	3	1,246,001
1906	12 months.....	19	590,117	36	6 77	4	1,547,320
1907	12 months.....	36	1,419,854	00	7 18	9	2,129,730
1908	12 months.....	00	1,297,804	04	9 02	1	2,329,680
1909	12 months.....	04	1,344,668	72	10 68	3	3,043,377
1910	12 months.....	72	805,117	89	11 81	7	2,772,892
1911	12 months.....	89	494,615	04	12 97	2	2,608,174
1912	12 months.....	04	1,137,227	32	13 13	9	2,565,664
1913	12 months.....	32	308,477	12,908,809	13 70	9	2,499,121
1914	12 months.....	09	350,494	14,259,294	14 61	7	2,426,140
1915	12 months.....	14,259,294	228,437	14,547,731	14 12	9	2,336,869
1916	12 months.....	14,547,731	308,466	14,851,197	14 64	9	2,461,450
Year	PERIOD	Depreciation Not Included in Operating Expenses	Taxes	Real Net Earnings	Real Rate of Return		
1900	12 months.....	\$5,622	\$16,471	\$159,121	7.65		
1901	12 months.....	120,685	41,565	173,788	4.49		
1902	12 months.....	126,062	72,896	151,216	3.05		
1903	12 months.....	177,866	76,161	212,968	3.81		
1904	12 months.....	80,390	85,583	307,060	5.18		
1905	12 months.....	148,419	98,912	408,241	6.45		
1906	12 months.....	140,084	112,841	519,099	7.72		
1907	12 months.....	79,610	224,433	507,426	6.87		
1908	12 months.....	145,123	184,720	526,186	5.79		
1909	12 months.....	66,407	212,098	739,901	7.10		
1910	12 months.....	150,321	219,523	508,431	4.41		
1911	12 months.....	306,199	209,980	399,459	3.27		
1912	12 months.....	413,479	243,762	273,154	2.50		
1913	12 months.....	468,860	308,350	395,028	2.87		
1914	12 months.....	508,687	307,182	406,678	2.83		
1915	12 months.....	562,068	298,505	Loss 135,777	Loss 1.29		
1916	12 months.....	516,605	296,690	Loss 121,996	Loss 0.88		

* Discount not included.

DISPOSITION OF CASES AFFECTING ELECTRIC LIGHT AND WATER PLANTS.

No. 1581.

In the Matter of the Application of the Chelan Electric Company for Extension of Time Within Which to Segregate Property and Accounts of the Water and Electric Departments of Said Company.

Orders extending time for segregation of accounts.

November 17, 1913, an order was entered by the Commission extending the time within which the Chelan Electric Company should segregate properties and accounts of the water and electric departments of said company for a period of two years from said date and application having been made to the Commission by said company for further extension of time,

IT WAS ORDERED, May 16, 1917, That said Chelan Electric Company be, and it hereby is, allowed until and including the 30th day of September, 1917, within which to segregate the properties and accounts of its water and electric departments.

By order, August 9, 1917, the Commission further extended the time to September 30, 1918.

No. 1760.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* OSCAR KLOCKER, MAYOR OF PORT TOWNSEND, Complainant, v. KEY CITY LIGHT & POWER COMPANY, Respondent.

Order of dismissal.

May 7, 1917, the Commission entered the following

ORDER.

Pursuant to a resolution adopted by the city council of the city of Port Townsend, March 20, 1917,

IT IS ORDERED, That the above entitled cause be, and the same is, hereby dismissed, without prejudice.

No. 1975.

F. H. LUHMANN *et al.*, Complainants, v. PACIFIC POWER & LIGHT COMPANY, A CORPORATION, Respondent.

Order of dismissal.

May 19, 1917, the Commission entered the following

ORDER.

It appearing to the Commission that the cause of complaint in the above entitled case having been satisfactorily adjusted, and there appearing to be no reason why this case should not be dismissed,

IT IS ORDERED, That the same be, and hereby is, dismissed.

No. 1978.

TOWN OF MARCUS, Complainant, v. MARCUS LIGHT & WATER Co., Respondent.

Held that a rate of return of 6.4 per cent without depreciation and of 94-100 of one per cent with depreciation will not justify reduction in rates of light and water plant. Cause dismissed.

September 21, 1917, the Commission entered findings and order as follows:

This cause came on for hearing at Marcus, Washington, August 14, 1916, before all members of the Commission. Complainant was represented by Levi Donney, attorney, and respondent was represented by its president, H. V. Gates. Testimony was taken and the cause continued to enable the Commission to make an investigation of the books of respondent. Subsequently a complete audit of the books and records of the respondent was made by the Commission's accountant, Mr. E. D. Ridley, under supervision of chief engineer of the Commission, Mr. T. E. Phipps. In making this audit the accountant was able to verify each item from vouchers.

From said report accepted as evidence in this case the Commission finds that "The Marcus Light and Water Company is a corporation organized under and by virtue of the laws of the State of Washington since March, 1912. The incorporators were H. V. Gates, O. B. Gates, E. C. Gates and Helen V. Gates. The company was incorporated for the sum of \$2,000.00, divided into 200 shares.

"The Marcus Light and Water Company is the successor in interest of the water and electric systems in the town of Marcus, county of Stevens, State of Washington, having acquired same by purchase from H. V. Gates, who in May, 1911, secured the original water system of the town of Marcus from the Marcus Water Company for \$800.00, and then procured from the city council a franchise to construct and operate water and electric systems in said town.

WATER SYSTEM.

"The Marcus water supply is obtained from the Columbia river by pumping at a point just north of where the Great Northern Railway, Oroville branch, crosses said river, and at an elevation of 1,208 feet.

"The company uses three electric power-driven pumps, two 6½ in. by 8 in., 175 gallons per minute, one 4½ in. by 6 in., 120 gallons per minute, and these pumps discharge directly into the distribution mains, also into a 250,000-gallon concrete-lined reservoir, which dimensions are: Diameter, 59 feet; bottom, 40 feet, and depth, 19 feet; this reservoir at the bottom having an elevation of 1,451.22 feet. This elevation insures a good pressure on the mains for fire protection.

ELECTRIC SYSTEM.

"The electric current supply is purchased from the Stevens County Power and Light Company at Myers Falls, then transmitted by the company over a 5½ mill, 11,000-volt transmission line to the town of Marcus, there transformed and distributed through a primary distribution system of 2,300 volts, and later again stepped down through transformers to consumer at 220 or 110 volts."

BALANCE SHEET—DECEMBER 31, 1916.

ASSETS

Property and plant, electric.....	\$17,507 51
Property and plant, water.....	31,919 20
Cash	551 34
Material and supplies, electric.....	1,183 04
Accounts receivable	290 91
Accounts receivable (doubtful).....	625 21
Total assets.....	\$52,077 21

LIABILITIES

Capital stock	\$2,000 00
Construction suspense accounts.....	37,756 97
Customers' deposits	2 30
Prepaid water rents.....	82 35
Replacement reserve, electric.....	3,816 72
Replacement reserve, water.....	5,889 49
Surplus	2,529 38
Total liabilities.....	\$52,077 21

COST OF PROPERTY BY YEARS.

WATER SYSTEM.

	1911	1912	1913	1914	1915	1916	Total December 31, 1916
Water supply equip- ment	\$2,185 09	\$370 59	\$185 84	\$51 83	\$1,067 33	\$5 00	\$4,765 74
Storage and distribu- tion reservoir	3,278 19	407 88	37 05	.....	.....	52 72	3,775 84
Mains	15,276 75	837 55	529 73	25 37	682 04	18 20	17,314 64
Services .....	.....	164 12	73 43	18 25	99 20	47 45	402 45
Meters	1,433 57	401 80	* 97 35	6 75	51 20	63 00	1,853 97
Miscellaneous equip- ment	408 33	81 18	.....	109 33	90 40	6 77	696 03
Engineering and su- pervision	1,686 64	.....	.....	.....	.....	.....	1,686 64
Interest during con- struction	361 43	.....	.....	.....	.....	.....	361 43
Legal expense	240 95	.....	.....	.....	.....	.....	240 95
Insurance and taxes during construction	120 48	.....	.....	.....	.....	.....	120 48
General expense	696 00	.....	.....	.....	.....	.....	696 00
Yearly totals	\$25,687 43	\$2,568 12	\$728 70	\$211 61	\$2,540 20	\$133 14	\$31,919 20
Cumulative totals.	\$25,687 43	\$28,250 55	\$28,979 25	\$29,190 86	\$31,731 06	\$31,919 20	\$31,919 20

COST OF PROPERTY BY YEARS—CONTINUED.
ELECTRIC SYSTEM.

	1911	1912	1913	1914	1915	1916	Total December 31, 1916
Buildings, fixtures and grounds	\$2,307 44	.....	.....	.....	.....	.....	\$2,650 94
Substation equip- ment	1,926 35	\$44 00	.....	\$98 68	\$249 82	.....	2,081 15
Transmission line....	4,508 16	164 45	\$4 35	49 07	.....	\$11 73	4,714 19
Distribution system and services	3,063 71	680 12	308 13	11 71	23 27	2 25	4,773 25
Miscellaneous equip- ment	204 10	.....	96 27	398 62	263 60	64 07	407 02
Meters	507 01	198 75	244 58	54 69	45 19	6 77	1,378 19
Engineering and su- pervision	843 34	.....	.....	160 63	7 25	259 97	843 34
Interest during con- struction	180 71	.....	.....	.....	.....	.....	180 71
Legal expense	120 47	.....	.....	.....	.....	.....	120 47
Insurance and taxes during construction	60 23	.....	.....	.....	.....	.....	60 23
General expense	384 00	.....	.....	.....	.....	.....	548 00
Yearly totals.....	\$14,069 52	\$1,087 82	\$648 83	\$768 40	\$589 18	\$344 79	\$17,507 49
Cumulative totals.	\$14,069 52	\$15,156 84	\$15,806 17	\$16,573 57	\$17,162 70	\$17,507 49	\$17,507 49

EARNINGS, EXPENSES, DEPRECIATION AND RATE OF RETURN
PROPERTY.
COMBINED SYSTEMS.

	1912	1913	1914	1915	1916
Total revenue water system.....	\$2,582 50	\$2,850 60	\$3,377 59	\$3,707 36	\$3,778 14
Total revenue electric system.....	3,714 27	3,319 40	4,225 87	4,177 94	4,261 36
Total revenue entire system.....	\$6,296 77	\$6,170 00	\$7,603 46	\$7,885 30	\$8,039 50
Total operating expenses and taxes water system	\$1,273 12	\$1,942 00	\$2,724 01	\$2,101 01	\$2,010 67
Total operating expenses and taxes electric system	2,375 94	2,814 97	3,501 00	2,788 18	2,844 57
Total operating expenses and taxes entire system	\$3,649 06	\$4,756 97	\$6,225 01	\$4,889 19	\$4,855 24
Company depreciation water system.....	\$1,149 17	\$1,247 89	\$1,328 82	\$1,567 19	\$1,819 67
Company depreciation electric system.....	721 43	928 64	972 62	1,049 01	797 87
Total company depreciation entire system	\$1,870 60	\$2,171 53	\$2,300 94	\$2,616 20	\$2,617 54
Rate of depreciation entire system.....	4.3%	4.8%	5.0%	5.3%	5.3%
Total earnings entire system.....	\$6,296 77	\$6,170 00	\$7,603 46	\$7,885 30	\$8,039 50
Total operating expenses and taxes entire system	3,649 06	4,756 97	6,225 01	4,889 19	4,855 24
Net earnings entire system available for interest and depreciation on investment..	\$2,647 71	\$1,413 03	\$1,378 45	\$2,996 11	\$3,184 26
Depreciation entire system.....	1,870 60	2,171 53	2,300 94	2,616 20	2,617 54
Net earnings entire system available for interest on investment.....	\$777 11	* \$758 50	* \$922 49	\$379 91	\$466 72
Cost of property water system.....	\$28,250 55	\$28,979 25	\$29,190 86	\$31,781 06	\$31,919 20
Cost of property electric system.....	15,156 84	15,806 17	16,573 57	17,162 70	17,507 49
Cost of property entire system.....	\$43,407 39	\$44,784 42	\$45,764 43	\$48,943 76	\$49,426 73
Rate of return without depreciation.....	6.1%	3.1%	3.0%	6.1%	6.4%
Rate of return using company's depreciation	1.8%	* 1.7%	2.0%	.77%	.94%

* Indicates red figures.

WATER DEPARTMENT.

Pressure on water main at office on January 3d at 1 p. m., 98 lbs.
Pressure on water main at upper end of town January 3 at 1 p. m., 72 lbs.

Connected Water Services	Metered	Unmetered	Total
Public buildings	0	1	1
Public fountains	1	0	1
Fire hydrants	0	31	31
Residences	98	14	112
Business buildings	7	14	21
Totals.....	106	60	166

Classification of Water Consumers
Not Figuring on Services

Residences	98	25	123
Offices	0	1	1
Stores	3	5	8
Stables (livery)	0	1	1
Hotels	4	0	4
Jail	1	0	1
Restaurants	1	1	2
Schools	0	1	1
Depots	1	0	1
Barber shops	1	0	1
Bakeries	1	0	1
Fire hydrants	0	31	31
Public fountains	1	0	1
Totals.....	111	65	176

During the original installation of taps on mains, quite a number were run to curb line and there several branches were run off to different houses.

ELECTRIC CONSUMERS.

Lighting	Metered	Unmetered	Total
Residences	105	3	108
Offices	3	0	3
Stores	16	0	16
Livery stables	1	0	1
Hotels	4	0	4
Theaters (also flat rate).....	1	0	1
Churches	1	0	1
Lodge halls	1	0	1
Schools	0	1	1
Depot	1	0	1
Restaurant	3	0	3
Blacksmith shop	1	0	1
Garage	1	0	1
Totals.....	138	4	142

Total number electric meters in use, 138.
Meters in houses temporarily vacant, 4.
Total number of transformers, 8.
All meters are on lighting circuit.

Power	Metered	Total
Butcher shop	1	1
Groceries	1	1
Print office	1	1
Telephone exchange	1	1
Totals.....	4	4

Number of electric motors—3, ½ H. P.; 1, 1½ H. P.
140 K. W. sold on trial for cooking.
Motors are all on the light circuit, also on the same meters and pay light rates.

In view of the foregoing abstract of the respondent's investments, in plants, the revenues received, necessary expenses, and return, the Commission is of the opinion that no reduction in rates should be made.

It Is, THEREFORE, ORDERED, That this cause be, and the same hereby is, dismissed.

No. 4041.

THE PUBLIC SERVICE COMMISSION *ex rel.* CITY OF ANACORTES, Complainant, v. ANACORTES LIGHT & WATER COMPANY.

Annuling former order.

April 4, 1917, the Commission entered the following

ORDER.

Upon consent of the respondent, the order in the above entitled action, entered July 6, 1916, is hereby set aside and annulled.

(See cause No. 4340.)

No. 4227.

In the Matter of the Application of the North Coast Power Company for Directions as to Meter or Flat Rate Service at Vancouver.

Ordered that company install new mains in specified territory, improve pressure and install at least 150 meters per month until all service connections in city of Vancouver are metered, the cost to be borne entirely by the company.

December 9, 1916, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at Vancouver, Washington, October 20, 1916, Commissioners Arthur A. Lewis and Frank R. Spinning being present. The North Coast Power Company was represented by Messrs. Langhorne, Hayden and Metzger and Messrs. Miller and Wilkeson, its attorneys. The city of Vancouver was represented by Mr. George B. Simpson, its attorney; the Commission was represented by Mr. B. O. Graham. Witnesses were sworn and examined, and hearing concluded, the Commission, having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I.

The North Coast Power Company is a corporation organized and existing under the laws of the State of Washington and owns, controls and operates and manages a water system for hire in the city of Vancouver, Washington, used for the supply, storage, distribution, sale and furnishing of water for municipal, domestic and other beneficial uses for hire in said city.

II.

The water supplied the city of Vancouver by the North Coast Power Company is obtained from springs. The principal supply is provided by springs Nos. 1, 2, 3 and 4, located in section 33, township 2 north, range 1 east W.M.,

approximately three miles east of the city limits of Vancouver. A lesser quantity of water is provided by the Lay springs located near the line between sections 13 and 24, township 2 north, range 1 west W. M., approximately one-half mile north of the city limits of Vancouver. Springs Nos. 1, 2, 3 and 4 have an elevation sufficiently higher than the elevation of the company's lower pumping station, located near the center of section 26, township 2 north, range 1 west W. M., and near the intersection of Tenth street or Mill Plain road with the easterly side of the United States military reservation, the westerly, northerly and easterly sides of which reservation are bounded by the city of Vancouver, to carry the water from such springs by gravity flow to said lower pumping station. The water supplied by spring No. 1 is carried to the lower pump station by gravity flow through an eight-inch pipe line. The water supplied by springs Nos. 2, 3 and 4 is pumped into a wooden tank having a capacity of about 100,000 gallons and located at about an elevation of 50 feet higher than such springs from which tank the water is carried by gravity flow to the lower pumping station through a pipe line, part of which is twelve inches in diameter and the remainder ten inches in diameter. The necessity for elevating the water from springs Nos. 2, 3 and 4 to the wooden tank mentioned, results from the fact that the twelve and the ten-inch supply pipe line mentioned is not large enough to convey the flow of such springs to the lower pumping station with the pressure obtained by the difference in elevation between such springs and the lower pumping station. The North Coast Power Company proposes to replace the eight-inch supply pipe line and the twelve-inch and the ten-inch supply pipe line with a new pipe line having a diameter of eighteen inches, which it is estimated will carry the flow of springs Nos. 1, 2, 3 and 4 to the lower pumping station without elevating any of the water supplied by such springs above the natural head provided by the springs, thus eliminating the pumping plant and wooden tank now used for that purpose and conveying the entire flow of all of the springs mentioned to the lower pumping station instead of a portion only of such flow. The supply pipe lines mentioned which are now used for conveying water from springs Nos. 1, 2, 3 and 4 to the lower pumping station are in poor condition, leak badly at several points and are inadequate and insufficient. At the lower pumping station, the water from springs Nos. 1, 2, 3 and 4 is discharged into a concrete basin, from which such water is elevated by pumps to the upper pumping station immediately north of the line between sections 23 and 26, township 2 north, range 1 west, and near the public road which bounds the easterly side of the military reservation referred to. At the upper pumping station two reservoirs are maintained, one having a capacity of a trifle over a million gallons and the other having a capacity of about 500,000 gallons. At the upper pumping station a well 165 feet deep, having a capacity of about 655,000 gallons per twenty-four hours, is maintained and supplements the water supply. Part of the water supplied by the Lay springs is elevated by gasoline pump to a tank which is used for supplying a certain area, which is higher than could be supplied from the reservoirs at the upper pumping station, while the remainder of the supply provided by the Lay springs is conveyed to the upper pumping station. The water delivered at the upper pumping station in the manner described is conveyed from that point through a twelve-inch steel main to the distribution system.

The city of Vancouver is located on the north side of the Columbia river. The district in the northerly part of the city is considerably higher than the central part of the city and the central part of the city is considerably higher

than the southern portion of the city, which is near the Columbia river. Due in part to the poor condition of the supply lines, which are maintained for the purpose of conveying the water from springs Nos. 1, 2, 3 and 4 to the lower pumping station, and to the poor condition of distributing mains on the streets hereinafter mentioned and in part to wastage of water through unmetered connections, considerable complaint concerning the insufficiency of the service in the higher elevations throughout the northerly portion of the city has been made from time to time and the water company has been unable to maintain an adequate, sufficient and constant supply of water for a considerable portion of its patrons. On Grant street, between Seventeenth street and Thirty-second street, seven persistent leaks from the distributing main on that street are located. On Thirty-second street, between Grant street and Fairmount avenue, nineteen leaks are located, which are more or less chronic. On Nineteenth street, between Grant street and Reserve street, there are eight such leaks. On Twenty-eighth street, between Main street and Washington street, a distance of one block, there are four such leaks. At other points in the city, there are several scattering leaks. The water company proposes to remedy the trouble complained of by replacing the supply lines from springs Nos. 1, 2, 3 and 4 to the lower pumping station with an eighteen-inch gravity pipe line; by replacing the main on Thirty-second street between V street and Grant street, with an eight-inch main; and between V street and Fairmount avenue, with a six-inch main; by replacing the main on Grant street, between Seventeenth street and Thirty-second street with a six-inch main; replacing the main on Twenty-sixth street, between Main street and K street, with a six-inch main, and between Main street and Kauffman avenue with an eight-inch main; replacing the main on V street, between Seventh street and the pumps, with an eight-inch main, and replacing the main on Seventh street, between V street and Ash street, with a six-inch main. On some of the streets, in what is known as East Vancouver, where the company proposes to lay new mains, as above indicated, a considerable quantity of four-inch pipe, which is practically new, will be taken up for the reason that its capacity is insufficient where now used. This pipe will be available for relaying in other localities where the quantity of water used does not require a larger pipe and the company proposes to relay so much of such four-inch pipe as may be necessary to eliminate leakage at the points hereinbefore mentioned but not specifically located. In relaying the four-inch pipe for the purpose indicated, the company should be allowed some latitude and the Commission does not believe that at this time it would be proper with the information before it to specify the particular locations at which such four-inch pipes should be relaid. The company also proposes to remove the 100,000-gallon tank from its present location near springs Nos. 1, 2, 3 and 4 to the upper pumping station, where such tank will be erected on a 75-foot tower for the purpose of segregating the service into high and low service zones. Such tank should be placed at an elevation of 75 feet higher than the reservoir from which the patrons to be placed in the high service zones are now served.

The water company proposes also to install meters throughout the city of Vancouver so as to place all consumers on a metered service in order to avoid wastage and unnecessary use of water. On the first of November, 1916, there were 1,953 service connections in the city of Vancouver, of which 526 were metered, leaving 1,427 unmetered connections. Statements or petitions were introduced in evidence indicating that of the 1,427 patrons having unmetered service, 907 had petitioned that the metered service be made universal through-

out the city, and of the 526 patrons having metered service, 454 had signed statements, stating that they were satisfied with metered service and would not care to return to be unmetered service. The company proposes to install 150 meters per month, at which rate about ten months' time would be required within which to convert the system to a straight metered service.

III.

By the franchise authorizing the water company to lay the proposed eighteen-inch supply line on the county road between springs Nos. 1, 2, 3 and 4 and the city limits, the water company is not permitted to enter upon the installation of such supply line during the coming winter nor in wet weather. The water company, however, conceded upon the hearing that a reasonable time within which to install such supply line would extend to October 1, 1917; that the tower to be erected at the upper pumping station for supporting the 100,000-gallon tank now located at springs Nos. 1, 2, 3 and 4 could be completed within three weeks after contract for the construction thereof is made and that ten days after the completion of the eighteen-inch supply line would be a reasonable time within which to remove the 100,000-gallon tank now located at springs 1, 2, 3 and 4 from its present station and place it upon the tower to be constructed at the upper pumping station; also it would be reasonable to require completion of the relaying of mains in the distribution system on the streets hereinbefore specified, on or before June 1, 1917. The company also conceded upon the hearing that it would be reasonable to require a systematic installation of meters, that is, that the work of installing meters should be prosecuted in the order in which service connections to be metered are located on various streets rather than by selecting connections where the use of water is comparatively large for metering first, and leaving connections where the use of water is comparatively smaller to be metered later.

At the hearing, Honorable Milton Evans, mayor of the city of Vancouver, announced that there was no controversy between the city and the water company as to the propriety of ordering the water company to make the improvements hereinbefore specified and permitting the water company to install meters on all unmetered connections in the city provided that the installation of such meters should be made systematically as hereinbefore indicated, but suggested that the order should provide that if the water company failed to make the repairs and improvements specified the order for installation of meters should become null and void. The Public Service Commission law expressly provides penalties for failure of a public service company to obey orders of the Public Service Commission. The Commission doubts the propriety of making an order for metering the water system contingent upon the making of improvements or repairs, particularly where it is desirable and practically necessary that the metering of the water system and the making of repairs and improvements should be completed as soon as practicable, even should it be clear that the Commission is authorized to substitute a conditional order for the penalties expressly provided by statute. The evidence received in this proceeding clearly shows that it is necessary to meter all connections in the city of Vancouver as well as to make the repairs and improvements hereinbefore specified, in order to conserve the water supply and enable the water company to maintain an adequate and sufficient service throughout the various parts of the city. The proposals made by the water company were apparently made in good faith.

The failure of the water company to maintain services in the higher elevations of the city in conformity with an order heretofore made by this Commission, if the company failed to maintain such service so ordered, was probably due to the defective condition of the supply pipes and mains, which are to be replaced as hereinbefore specified, and to wasteage and unnecessary use of water through unmetered connections.

The mayor also stated that the matter of installing an emergency pump to enable the water company to provide a standby service to be available in case of failure of the electric service upon which the water company is dependent for pumping should be taken up and disposed of. The Commission has reached the conclusion that the evidence in the record of this proceeding is not sufficiently comprehensive to enable the Commission to determine upon what terms, if at all, the Commission may require the installation of a standby service for the purpose indicated in this instance, or to determine the character and capacity of standby service justified. The Commission therefore suggests that the city and the water company endeavor to reach an agreement in relation to a maintenance of a standby service and that if they are unable to do so, further evidence be offered in relation thereto.

WHEREFORE, IT IS ORDERED, That on or before June 1, 1917, the North Coast Power Company install new mains in the city of Vancouver of the dimensions and at the places below specified:

On Thirty-second street, from V street to Grant street, eight-inch main; from V street to Fairmount avenue, six-inch main.

On Grant street, from Seventeenth street to Thirty-second street, six-inch main.

On Twenty-sixth street, from Main street to K street, six-inch main; from Main street to Kauffman avenue, eight-inch main.

On Seventh street, from V street to Ash street, six-inch main.

That on or before March 1, 1917, the North Coast Power Company cause to be erected at said upper pumping station a suitable tower for supporting the 100,000-gallon tank now located at springs Nos. 1, 2, 3 and 4, at an elevation of 75 feet above the reservoirs at said upper pumping station.

That on or before October 1, 1917, the North Coast Power Company install an eighteen-inch supply pipe from springs Nos. 1, 2, 3 and 4 to said lower pumping station and that on or before October 20, 1917, the North Coast Power Company remove the 100,000-gallon tank from springs 1, 2, 3 and 4 and place such tank on the tower hereinbefore provided for, at said upper pumping station.

That commencing on or before the first of February, 1917, the North Coast Power Company install at least 150 meters per month in the city of Vancouver, carrying such work on without interruption until all service connections in the city of Vancouver shall be metered. That the work of installing such meters be carried on systematically, installing meters on the various streets where service connections are maintained in the order in which such connections are located, provided that where it is impracticable to meter a given connection in its proper order, the metering of such connection may be delayed until it is practicable to meter the same. That the cost and expense of furnishing and installing such meters shall be borne entirely by the water company.

No. 4284.

PAUL MCKERCHER, *Complainant*, v. PACIFIC POWER & LIGHT COMPANY,
Respondent.

Order of dismissal.

May 7, 1917, the Commission entered the following

ORDER.

It appearing to the Commission that the cause of complaint in the above entitled matter having been satisfactorily adjusted,

IT IS ORDERED, That this case be, and the same is, hereby dismissed without prejudice.

No. 4819.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GOLD BAR
LIGHT & WATER COMPANY, *Respondent*.

Complaint by residents of Gold Bar of proposed tariffs increasing water rates. Tariff suspended, pending hearing. Town purchased water works. Cause dismissed.

January 18, 1917, proposed tariffs were filed to increase water rates. On protest of patrons the Commission, by order of February 21, 1917, suspended the tariffs to May 30, 1917, and by a second order of May 29, 1917, continued the suspension to July 29, 1917.

July 6, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that since the filing of the complaint in this cause the town of Gold Bar has negotiated for the purchase of the plant of the respondent company, and it now appearing that the town of Gold Bar has completed the purchase of said plant and took possession thereof July 1, 1917, and the Commission having no jurisdiction over municipally owned plants with respect to rates,

IT IS HEREBY ORDERED, That this case be, and the same hereby is, dismissed.

No. 4820.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GOLD BAR
LIGHT & WATER COMPANY, *Respondent*.

Valuation proceedings. Rate case (No. 4319) closed by sale of plant. Dismissed.

February 7, 1917, valuation proceedings were instituted by the Commission in connection with a rate cause (No. 4319, *supra*). Report of the chief engineer of the Commission was filed March 3, 1917.

July 6, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that since the filing of the complaint in this cause the town of Gold Bar has negotiated for the purchase of the plant of the respondent company, and it now appearing that the town of Gold Bar

has completed the purchase of said plant and took possession thereof July 1, 1917, and the Commission having no jurisdiction over municipally owned plants with respect to rates,

IT IS HEREBY ORDERED, That this case be, and the same hereby is, dismissed.

No. 4829.

SUQUAMISH LAND COMPANY, A CORPORATION, *Plaintiff*, v. BREMERTON WATER & POWER COMPANY, A CORPORATION, AND GARRISON-FISHER COMPANY, A CORPORATION, *Defendants*.

Complaint for extension of water service. Order of dismissal.

April 27, 1917, the Commission entered the following

ORDER.

Complainant having advised the Commission by letter that the matters in controversy between the Suquamish Land Company and Bremerton Water & Power Company *et al.* have been satisfactorily adjusted, and that the above entitled cause may be dismissed,

IT IS ORDERED, That the above entitled cause be, and the same hereby is, dismissed.

No. 4840.

CITY OF ANACORTES, *Complainant*, v. WASHINGTON POWER, LIGHT & WATER COMPANY, *Defendant*.

Complaint insufficient water pressure for fire protection.

Complaint was filed February 23, 1917. Answer of defendant was filed March 12, 1917. Pending.

No. 4845.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON *ex rel.* CITY OF CHENEY, WASHINGTON, *Complainant*, v. THE CHENEY LIGHT & POWER COMPANY, *Respondent*.

Lighting rates challenged as excessive. Found that plant has practically all been built from surplus earnings and while so being built substantial dividends have been paid. Ordered rates reduced to give net return of 8.5 per cent on value of plant.

October 10, 1917, the Commission entered findings, opinion and order as follows:

This cause came on regularly to be heard upon the complaint of the city of Cheney challenging the rates for light and power in the city of Cheney of the Cheney Light & Power Company, and the answer thereto of the said company before the Public Service Commission of the State of Washington on September 25, 1917, at the hour of 9:30 a. m., in the council chamber of the city hall in the city of Cheney, there being present Chairman E. F. Blaine, Commissioners A. A. Lewis and F. R. Spinning, Assistant Attorney General H. H. Cleland, Chief Engineer T. E. Phipps, Engineering Accountant J. S. Simpson and Official Reporter E. J. Delbridge; the respondent being represented by Charles P. Lund, its president and attorney; and the city of Cheney being repre-

sented by C. D. Martin, chairman of committee on public safety, and City Attorney J. E. Whalen. Witnesses were sworn and their testimony duly received, and other proof offered, from which testimony and proof the Commission finds the following facts, to-wit:

FINDINGS OF FACT.

I.

That the city of Cheeny is a duly and lawfully organized municipal corporation under and by virtue of the laws of the State of Washington.

II.

That the respondent is a public service corporation for hire, organized and existing under and by virtue of the laws of the State of Washington, with its principal place of business located at Cheney, Washington.

III.

That the rates now being maintained by the respondent in the city of Cheney for light and power are as follows:

Residence Lighting, Meter Rates—Minimum charge, \$1.00 per month; first 40 K. W., 15c; 40 to 60 K. W., 14c; 60 to 150 K. W., 13c.

Residence Lighting, Flat Rates—Minimum charge, \$1.00 per month; 60 watt lamp, 75c.

Commercial Lighting, Meter Rates—Minimum charge, \$1.00 per month; first 40 K. W., 15c; 40 to 60 K. W., 14c; 60 to 150 K. W., 13c; 150 to 250 K. W., 12c; 250 to 300 K. W., 11c.

Commercial Lighting, Flat Rates—Minimum charge, \$1.00 per month; 60 watt lamp, 60c; sign lighting, 5 watt lamp, 10c.

Cooking Rates—Minimum charge, \$2.00 per month; first 40 K. W. or under, \$2.00; exceeding 40 K. W., 3c; water heater, 600 watt, \$2.00 per month with range; water heater, 750 watt, \$2.50 per month with range; water heater, 1,000 watt, \$3.35 per month with range.

Commercial Power Rates—Minimum charge per month, \$1.00 per H. P.; flat rate for 24-hour service, \$4.35 per H. P.; meter, running scale, 5c per K. W.

Municipal Street Lighting Rates—\$1.75 per 100 watts per month.

IV.

That upon the 10th day of October, 1917, this Commission made a valuation of the property of the Cheney Light & Power Company, used and useful, and fixed the fair value thereof for rate base at \$24,000.00.

V.

That the respondent company has never maintained the system of accounting prescribed by the rules of the Public Service Commission of Washington.

VI.

That in making said valuation, this Commission, through its duly authorized employees, listed all transactions and traced the development of said plant, its revenues and disbursements, beginning with two months of 1907 and ending with six months in 1917. The following is a statement of earnings, expenses and operating income of the respondent company:

STATEMENT OF EARNINGS, EXPENSES AND OPERATING INCOME.

OPERATING REVENUE	Two Months 1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	Six Months 1917	Total
Commercial lighting and power..	\$651 35	\$0,363 94	\$3,975 51	\$7,869 32	\$6,137 94	\$11,407 73	\$11,404 43	\$13,463 44	\$14,632 13	\$16,495 41	\$9,573 77	\$108,935 02
Municipal street lighting.....	.....	608 65	823 25	312 00	900 50	367 00	391 50	969 00	969 00	888 70	377 30	8,106 90
Municipal power .....	.....	500 00	1,230 00	1,234 74	1,224 65	1,200 00	1,200 00	1,200 00	1,200 00	1,316 00	580 00	10,886 39
Totals	\$651 35	\$7,472 59	\$9,028 76	\$9,386 06	\$10,263 09	\$13,474 73	\$13,495 93	\$15,632 44	\$16,821 13	\$18,700 11	\$10,531 07	\$125,967 31
OPERATING EXPENSES												
Electric current purchased.....	\$59 10	\$2,464 97	\$4,131 36	\$4,067 10	\$4,213 69	\$4,499 69	\$4,733 05	\$5,719 61	\$6,139 51	\$7,094 34	\$3,537 42	\$46,739 31
Distribution—Operation	50 15	46 03	52 90	301 80	241 25	230 25	393 75	392 75	577 00	690 00	347 00	3,262 93
Distribution—Maintenance	7 86	22 40	163 45	610 02	763 55	571 13	439 13	603 80	600 77	747 29	113 50	4,697 39
Utilization .....	.....	96 72	32 15	10 40	.....	.....	.....	.....	699 09	1,116 31	1,092 35	3,004 32
Commercial expense .....	.....	50 00	50 00	.....	50 00	50 00	50 00	50 00	91 50	62 00	.....	453 50
Salaries and expenses officers.....	160 90	750 20	633 95	1,576 70	1,655 55	1,715 30	2,069 13	2,091 97	2,129 36	2,177 73	1,362 76	16,374 60
General office expense.....	.....	103 40	5 75	10 00	25 00	42 50	33 74	47 07	59 20	490 37	95 01	922 54
Miscellaneous general expense....	11 50	25 00	84 35	602 00	37 00	271 00	1,943 23	253 23	70 00	359 53	99 20	3,759 70
Rent .....	.....	.....	.....	.....	267 66	265 00	151 37	150 30	150 30	341 30	105 00	1,432 93
Totals	\$299 50	\$3,500 77	\$5,254 41	\$7,203 02	\$7,253 70	\$7,645 34	\$9,333 35	\$9,232 29	\$10,427 73	\$13,049 97	\$9,807 74	\$80,663 42
Net operating revenue.....	\$351 85	\$3,911 82	\$3,774 35	\$2,673 04	\$3,009 39	\$5,829 39	\$3,603 93	\$5,350 15	\$6,393 45	\$5,650 14	\$3,723 33	\$45,233 39
Taxes	20 00	21 25	62 13	63 95	36 00	33 45	117 12	111 52	111 46	123 64	63 32	871 34
Operating Income	\$341 85	\$3,890 57	\$3,712 22	\$2,614 09	\$2,923 39	\$5,740 94	\$3,486 81	\$5,238 63	\$6,281 00	\$5,526 50	\$3,660 01	\$44,417 05

VII.

That the net income of respondent company, beginning with two months in 1907 and ending with six months in 1917, is as follows:

	Two Months 1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	Six Months 1917
Plant Investment	\$2,736 85	\$7,377 27	\$9,523 76	\$12,689 61	\$13,938 70	\$16,142 27	\$17,719 38	\$19,921 00	\$22,735 47	\$23,101 85	\$23,243 75
Operating Income	\$341 55	\$3,890 57	\$3,712 22	\$2,614 09	\$2,923 89	\$5,740 94	\$6,489 86	\$6,233 63	\$6,281 99	\$5,523 50	\$3,660 61
Less: Depreciation 4.23%	19 72	312 06	402 96	584 63	592 15	682 32	749 55	842 66	964 25	977 21	491 71
Net Income	\$322 13	\$3,578 51	\$3,309 36	\$2,079 43	\$2,331 24	\$5,058 12	\$2,740 31	\$5,395 97	\$5,317 74	\$4,546 29	\$3,168 30
Per cent. earned.....	69.00	49.50	34.70	16.50	16.60	31.30	15.30	27.10	23.30	19.80	27.20

IX.

That the number of residential consumers and amount consumed by them, measured by classes, from May, 1916, to April, 1917, inclusive, is as follows:

IX.—CONTINUED.

No. K. W. H. Used	1916						1917					
	May	June	July	August	Septem-ber	October	Novem-ber	December	January	Febru-ary	March	April
21.....	3	4	3	2	2	3	5	6	9	3	6	0
22.....	2	1	5	2	2	4	5	2	4	3	2	3
23.....	0	4	2	0	2	7	3	3	6	2	6	1
24.....	1	2	0	0	3	3	3	9	3	2	4	1
25.....	1	0	0	3	3	3	2	2	5	6	4	4
26.....	1	3	0	1	2	2	4	2	5	4	1	4
27.....	2	0	3	0	3	2	3	2	3	2	2	2
28.....	2	1	1	0	0	2	4	0	2	1	3	0
29.....	1	1	2	0	0	4	2	1	4	4	2	2
30.....	0	0	0	1	1	0	0	2	4	3	4	1
Total 20 to 30.....	13	16	16	9	18	35	31	30	45	30	34	18
Total under 30.....	211	202	199	191	202	196	193	185	196	201	203	211
31.....	1	2	1	1	0	0	1	3	1	1	0	0
32.....	0	0	2	0	0	1	1	6	0	1	1	0
33.....	1	0	1	0	1	0	4	2	1	3	0	0
34.....	0	1	1	0	1	2	1	0	3	2	1	1
35.....	0	1	0	0	1	1	2	3	0	3	3.	1
36.....	0	0	0	0	1	2	1	2	3	0	0	0
37.....	0	0	0	1	0	0	1	2	1	2	0	0
38.....	0	0	1	0	0	2	1	1	1	2	1	0
39.....	0	1	0	0	1	0	1	1	3	1	1	0
40.....	0	0	1	0	0	0	2	0	1	0	1	0
Total 30 to 40.....	2	5	7	2	5	8	15	20	14	15	8	2
Total under 40.....	213	207	206	193	207	204	208	205	209	216	216	213
.....	1-42	1-41	1-65	.....	1-43	1-40	2-42	3-41	1-41	.....	.....	.....
.....	.....	.....	.....	.....	1-56	1-42	1-43	1-43	2-43	1-42	1-41	1-43
.....	.....	.....	.....	.....	.....	1-44	2-44	2-44	1-45	1-50	1-66	.....
.....	.....	.....	.....	.....	.....	1-46	1-46	1-45	1-46	1-73	1-74	.....
.....	.....	.....	.....	.....	.....	1-46	1-51	1-50	1-47	.....	.....	.....
.....	.....	.....	.....	.....	.....	1-53	1-54	1-51	1-48	.....	.....	.....
.....	.....	.....	.....	.....	.....	1-60	1-101	1-52	1-50	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1-73	1-54	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	1-86	1-68	.....	.....	.....
Total.....	215	208	207	193	209	210	217	217	219	219	219	214

I.

That the number of commercial consumers and amount consumed by them, measured by classes, from May, 1916, to April, 1917, inclusive, is as follows:

No. K. W. H Used	1916											
	May	June	July	August	September	October	November	December	January	February	March	April
0 to 10.....	20	19	19	17	12	9	8	7	11	12	13	15
11 to 20.....	4	6	6	7	6	3	5	6	4	6	7	6
21 to 30.....	7	8	6	8	4	3	5	5	2	4	3	11
31 to 40.....	3	4	1	1	12	3	3	2	4	3	3	4
41 to 50.....	2	2	3	4	1	7	5	2	4	5	4	2
51 to 60.....	3	.....	4	2	2	2	2	5	3	4	2	1
61 to 70.....	.....	.....	.....	.....	2	3	3	4	4	4	2	3
71 to 80.....	.....	.....	.....	1	2	3	3	3	4	4	2	1
81 to 90.....	.....	.....	.....	1	.....	3	1	2	6	1	2	.....
Over 90.....	1	2	3	1	3	3	6	7	.....	3	0	.....
Total.....	40	41	42	42	42	41	41	42	42	43	43	43

PLAT RATE LIGHTING.

Nine consumers burn 1 light each at \$1.00 per month.
 Two with approximately 1 K. W. installation each at \$4.50 per month.
 Three with approximately 1 K. W. installation each at \$2.00 per month.
 Three with approximately 1 K. W. installation each at \$2.50 per month.

PLAT RATE POWER.

One with approximately 1 H. P. installation } Small users with an average revenue of ap-
 Seven with approximately 1 H. P. installation } proximately \$1.75 per month per horse
 Two with approximately 5 H. P. installation } power, or a total of \$50.00.

XI.

That the consumption and demand for the years 1914, 1915 and 1916 are as follows:

K. W. H. FEEDER OUTPUT

	1914	1915	1916
January	60,080	76,950	83,010
February	60,810	58,270	73,920
March	65,820	64,250	77,400
April	61,160	15,340	22,280
May	60,630	61,890	70,870
June	57,930	61,550	70,510
July	21,620	22,830	38,550
August	15,600	37,560	70,320
September	61,900	65,880	78,400
October	68,070	67,860	69,650
November	68,700	74,960	80,620
December	72,090	69,240	85,660
Totals.....	674,410	676,580	821,190
Average per month.....	56,200	56,380	68,430

K. W. DEMANDS

	1914	1915	1916
January	137	162	178
February	137	147	200
March	128	148	180
April	146	58	82
May	129	161	144
June	127	147	165
July	60	85	132
August	115	137	159
September	125	150	167
October	155	152	180
November	157	171	180
December	164	177	190
Maximum	164	177	200

XII.

That the respondent's residence, lighting metered rates of 15c for the first 40 K. W. H., and 14c from 40 to 60 K. W. H., and 13c from 60 to 150 K. W. H., are unreasonable, excessive and exorbitant; that respondent's commercial, lighting metered rates of 15c for the first K. W. H., and 14c from 40 to 60 K. W. H., and 13c from 60 to 150 K. W. H., and 12c from 150 to 250 K. W. H., and 11c from 250 to 300 K. W. H., are unreasonable, excessive and exorbitant.

XIII.

That a fair, reasonable and sufficient meter rate for residence and commercial lighting of the respondent company in the city of Cheney is 13c per K. W. H. up to the first 30 K. W. H., and 11c from 30 to 140 K. W. H., and over 140 K. W. H. the rate should be 6c per K. W. H.; and that all power rates remain undisturbed.

OPINION.

It is to be observed from the foregoing facts that practically, if not all, of the respondent's plant in the city of Cheney has been built through the surplus earnings of the company and while being so built, substantial dividends have been made; that the rates now in vogue and which have been in force since June 20, 1916, are unduly remunerative.

We are of the opinion that rates for residential and commercial lighting in the city of Cheney by the respondent company should be 13c per K. W. H. up to the first 30 K. W. H., 11c per K. W. H. from 30 to 140 K. W. H., and over 140 K. W. H. the rate should be 6c per K. W. H. These rates calculated upon the residential and commercial business of respondent company from May, 1916, to April, 1917, inclusive, and leaving the other factors of the income as they now are, would result as follows:

REVENUE

Residence and commercial K. W. H., 35,375 at 13c.....	\$4,598 75
Residence and commercial K. W. H., 17,574 at 11c.....	1,933 14
Residence and commercial K. W. H., 18,567 at 6c.....	1,114 02
Cooking power K. W. H., 5,797 at 4c.....	231 88
Miscellaneous power K. W. H., 7,229 at 5c.....	361 45
Cheney Normal power K. W. H., 43,940 at 3c.....	1,318 20
Martin Milling Company H. P., 88 at \$4.35 month.....	4,593 60
City pumping (6 months 1916 and 6 months 1917).....	1,238 00
Street lighting (6 months 1916 and 6 months 1917).....	821 65
Total revenue	\$16,210 69
Operating expenses (6 months 1916 and 6 months 1917).....	13,332 73
Net operating revenue.....	\$2,877 96
Taxes	126 64
Operating income	\$2,751 32
Depreciation, 2.98%	710 40
Net income	\$2,040 92

This gives a return on the rate base found by this Commission of 8.5 per cent per annum.

In fixing a rate in this case we are somewhat in the same dilemma as the interstate commerce commission found itself in the *Advance Rate Case in Official Classification Territory*, 20 I. C. C. 243. The question presented and left undetermined was whether the investment from earnings belonged to the public or to the stockholders. The Commission used this language:

"Until the status of this surplus is determined by legislative action or judicial interpretation, this Commission cannot properly permit an advance in rates, with the intent to produce an accumulation of surplus for this purpose."

ORDER.

WHEREFORE, IT IS ORDERED, That the meter rates for residence and commercial lighting of respondent company in the city of Cheney shall not exceed thirteen cents (13c) per K. W. H. for the first thirty (30) K. W. H., and eleven cents (11c) per K. W. H. from thirty (30) to one hundred forty (140) K. W. H., and six cents (6c) per K. W. H. for all over one hundred forty (140) K. W. H.; and, that all other protests to the rates of the respondent company be, and the same are, hereby denied.

No. 4356.

CITY OF CHEHALIS, *Complainant*, v. NORTH COAST POWER COMPANY, *Respondent*.

Lighting rates challenged as excessive.

April 5, 1917, complaint was filed challenging commercial and residential electric lighting rates as excessive. April 16, 1917, answer of company was filed. Pending.

No. 4865.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. WASHINGTON POWER, LIGHT & WATER COMPANY, *Respondent*.

Complaint involving purity, volume and pressure of water at Anacortes. Improvements ordered in sources of supply, that new pipe be laid in certain districts, pressure to 90 pounds be provided for fire protection, and that water from Heart lake be used only in emergency.

April 4, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This proceeding came on for hearing before the Commission at Seattle, Washington, on March 31, 1917, Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning, Assistant Attorney General Hance H. Cleland and Official Reporter L. B. Kaler being present. The city of Anacortes was represented by Frank Norvell, city attorney, and the Washington Power, Light & Water Company by Judge George A. Joiner, its attorney. The following witnesses, T. E. Phipps, Douglass Allmond, C. H. Kell and Mr. Dick Bessner, were sworn and examined, evidence received and cause submitted to the Commission for its decision. The Commission having considered the evidence and being fully advised in the premises, makes the following

FINDINGS OF FACT.

I.

That the respondent, Washington Power, Light & Water Company, is a corporation duly incorporated under and by virtue of the laws of the State of Washington; that the respondent owns, controls, maintains and operates a water system for the storage and distribution of water in the city of Anacortes and to the inhabitants thereof for municipal, domestic and other purposes for hire.

II.

That the sources of water supply for the purposes above mentioned, owned by the Washington Power, Light & Water Company, are three (3) lakes and springs and ravines as follows:

(a) Whistle lake, in section 6, township 34 north, range 2 east W. M., having an area of forty-five (45) acres, and water of a maximum depth of 110 feet. The watershed of this lake has an area of 600 acres, with an average annual precipitation of 27.31 inches. The watershed of said lake is precipitous and the daily average capacity of water from said lake is 259,250 gallons; that near the southerly outlet the respondent company has constructed a dam by means of which respondent company has raised the water of said lake a height of twelve (12) feet; that said lake has an altitude of approximately 430 feet above sea level and 530 feet above the datum point established by the city ordinance of the said city of Anacortes; that the waters of Whistle lake are pure, wholesome and satisfactory for domestic and other purposes.

(b) Heart lake, in section 36, township 35 north, range 1 east W. M., having an area of seventy (70) acres, and water of a maximum depth of thirty (30) feet. The watershed of this lake has an area of 650 acres, with an annual precipitation of 27.31 inches. The watershed of said lake is precipitous and the daily average capacity of water from said lake is 237,465 gallons; that said lake has an altitude of approximately 330 feet above sea level and 430 feet above the datum point established by the city ordinance of the said city of Anacortes;

that the waters of Heart lake at the lower stages thereof are somewhat discolored and not pleasing to the taste, but, upon the whole, are healthful and wholesome; that in portions of the said lake tules abound, and about the shores there are some alders, the leaves of which cause some discoloration to the waters of said lake; that until the waters of Heart lake have been lowered, and the shores and bottom cleaned, the waters of said lake during the summer and early fall months may become impure, unwholesome and unfit for domestic use.

(c) Cranberry lake, in sections 25 and 26, township 35 north, range 1 east W. M., having an area of forty (40) acres, and water of a maximum depth of thirty (30) feet. The watershed of this lake has an area of 600 acres, with an average annual precipitation of 27.31 inches. The watershed of said lake is precipitous and the daily average capacity of water from said lake is 269,459 gallons; that at the outlet of said lake the respondent company has built a dam by means of which respondent company has raised the water of said lake the height of twelve (12) feet; that said lake has an altitude of approximately 268 feet above sea level and 368 feet above the datum point established by the city ordinance of the said city of Anacortes; that the waters of Cranberry lake, owing to the cranberry bogs therein and alder growths near the shores of said lake, during certain seasons of the year, are very much discolored, and have bad taste and odor, and, in their present condition, upon the whole, are not pure and wholesome.

(d) Lathrow springs, in section 25, township 35 north, range 1 east W. M., having an estimated daily flow of 17,000 gallons. The waters of these springs are pure and wholesome and satisfactory for domestic and other uses.

(e) Deutsch ravines, in section 31, township 35 north, range 2 east W. M., having a daily capacity of 100,000 gallons. The waters from these ravines are pure and wholesome and fit for domestic and other purposes.

III.

That the waters of Whistle lake are connected up by means of a wood-stave pipe line, varying from eight (8) to twelve (12) inches in diameter, with respondent's distribution system in Anacortes; that at Whistle lake, the respondent company has installed a twenty (20) horse-power gasoline motor and pump, the capacity of said pump being 1,768,000 gallons of water per day, by means of which engine and pump the waters of Whistle lake are raised and forced into the pipe leading from said lake to the distribution system at Anacortes.

IV.

That the waters of Heart lake are conveyed by means of a spiral steel and wood-stave pipe twelve (12) inches in diameter to the respondent's distribution system at Anacortes.

V.

That the waters of Cranberry lake are conveyed by means of a wood-stave pipe twelve (12) inches in diameter to the respondent's distribution system at Anacortes.

VI.

That in section 25, township 35 north, range 1 east, the respondent maintains a reservoir in which are impounded the waters of Lathrow springs and the waters from Heart lake. This reservoir has a small capacity and is connected up with Heart lake with a twelve (12) inch wood-stave pipe above re-

ferred to and from it leading to the city of Anacortes is a spiral steel pipe of the same diameter.

VII.

That the city of Anacortes has an average annual population of 5,500, and in said city of Anacortes the respondent has approximately 700 service connections; that allowing four persons to each service connection, the average per capita consumption of water in the city of Anacortes is approximately 100 gallons per day, and a gross total annual consumption of 150,000,000 gallons; that many of the residents of Anacortes have or use water from wells.

VIII.

That Anacortes has had a substantial growth and development. It is fortunately situated; it is in close proximity with the salmon fisheries of Puget Sound and very accessible to the ships and to the halibut and codfish banks of the North Pacific ocean and the Bering sea. Its fishing and allied industries are not only stable but are capable of great expansion, so that it is reasonable to calculate a future substantial growth and development for that city.

IX.

That the water in all of said lakes and springs is essential to a water system for the city of Anacortes in order to satisfy the present and anticipated reasonable needs of said city and its inhabitants, and at all times at least two of said lakes should be connected up with the distribution system of the respondent company, in order that said city and its inhabitants may be properly provided with fire protection.

X.

That the waters of Cranberry lake should either be drained or pumped out to such an extent that the cranberry bogs therein may have a chance to drain and dry that the same may be burned or otherwise removed during the coming summer and fall seasons; and the alders at the head of said lake should be cut away and burned; that by the burning or removing of said bogs and the cutting and burning of the alders, the water of said lake can be made pure and wholesome and usable at all times in connection with respondent's water system; and that when the waters of Cranberry lake are so available the water of Heart lake should be lowered and the shores and bottom of said lake improved.

XI.

That the distribution system of the respondent company is partly constructed of wire-bound, wood-stave pipe and partly of iron pipe; that upon the lower levels of the town of Anacortes, on the following streets: Third street, from Avenue "N" to Avenue "O," Third street, from Commercial avenue to Avenue "R," Fourth street, from Avenue "M" to Avenue "N," Fifth street, from Avenue "K" to Avenue "M," Tenth street, from Avenue "I" to Avenue "K," and Avenue "N" from Third street to Fourth street, respondent company has wire-bound, wood pipe, and, owing to the rusting away of the wire, said pipe is in a weakened condition and incapable of withstanding the strain of a reasonable fire pressure and should be renewed; that on Fourth street, from Commercial avenue to Avenue "T," and on Fifth street, from Avenue "M" to Avenue "N," there is installed four-inch, wire-bound, wood pipe which, owing to its being of too small a capacity should be replaced with not less than six-inch pipe; that on Avenue "N," from Fifth street to Sixth street, there is now installed four-inch

pipe which may be eliminated; that on Avenue "I," from Eighth street to Tenth street, respondent company has installed wire-bound, wood pipe which, owing to the rusting away of the wire, is in a weakened condition and incapable of withstanding the strain of a reasonable fire pressure and should either be renewed or eliminated, and, in the case of elimination, not less than a six-inch main should be extended on Eighth street, from Avenue "I" to Avenue "G" or Avenue "F" and thence on Avenue "G" or Avenue "F" south to Tenth street.

That on the following streets: Avenue "K," from Tenth street to Nineteenth street, on Nineteenth street, from Avenue "K" to Avenue "J," and on Avenue "J," from Nineteenth street to Twentieth street, on a higher level in said city the wire-bound, wood pipe of respondent's water system, owing to the rusting away of the wire and the condition of the wood, is in a weakened condition and may or may not withstand the water pressure hereinafter provided for.

XII.

That ninety (90) days is a reasonable time within which the respondent company should make the changes and renew the pipes on aforesaid streets, designated as being on the lower level in the city of Anacortes.

XIII.

That during the replacement of the said pipes in the streets on the lower level above mentioned, the respondent should maintain a daily mean pressure of sixty (60) pounds at the general office of said company on Commercial street in Anacortes, and at the city hall on Fifth street in said city, and at no time should the minimum pressure at such points consistently fall below fifty (50) pounds.

XIV.

That after the replacement of the pipe mentioned as on the streets of the lower level, a minimum of seventy (70) pounds should be consistently maintained at all times at the general office of the respondent company on Commercial street and at the city hall on Fifth street in the city of Anacortes, and at other points which the Commission may establish; that the purity, volume and pressure of water supply by respondent may be sufficient, pure, adequate and efficient.

IT IS ORDERED, That the respondent shall on or before the first day of June, 1917, lower the water of Cranberry lake by draining or pumping, to a depth of fifteen or more feet, so that the cranberry bogs therein shall have a chance to drain, dry and be burned or otherwise removed on or before October 31, 1917; that all the alders, some six acres in extent, near the southern shores of said lake, be cut away and burned on or prior to the 31st day of August, 1917; that within ninety (90) days of the date of this order the respondent company shall remove the pipe from the following described streets: Third street, from Avenue "N" to Avenue "O," Third street, from Commercial avenue to Avenue "R," Fourth street, from Avenue "M" to Avenue "N," Fourth street, from Commercial avenue to Avenue "T," Fifth street, from Avenue "K" to Avenue "N," Tenth street, from Avenue "I" to Avenue "K," and Avenue "N," from Third street to Fourth street, and replace the same with new pipe of not less than six (6) inches inside diameter; that the pipe on Avenue "I" from Eighth street to Tenth street shall either be removed and replaced with new pipe not less than six (6) inches inside diameter or eliminated entirely in which case the respondent company shall extend not less than a six (6) inch main on Eighth

street, from Avenue "I" to either Avenue "G" or Avenue "F," and thence on Avenue "G" or Avenue "F," from Eighth street to Tenth street, and connecting with the present main on Tenth street; that after said pipe shall be in place a pressure of ninety (90) pounds per square inch at the city hall in said city shall be put upon the water system of the respondent company for a sufficient length of time to test out the same, and, in case the pipe upon Avenue "K" or any other streets shall fail to withstand the pressure or shall show weakness, the same shall be within sixty (60) days of that time replaced by pipe of dimensions not less than that of the pipe now in place; that in case the waters of Heart lake shall in the summer and early fall months become impure, unwholesome and unfit for domestic use, the same shall not be used nor allowed in respondent's distribution system, except as a last resort in case of extraordinary fire or inability to procure water from Whistle lake.

No. 4471.

In the Matter of the Strike on the System of the Tacoma Railway and Power Company.

Order directing Attorney General to bring court proceedings to compel company to operate cars. Strike settled and proceedings ordered dismissed.

July 21, 1917, the Commission entered the following

ORDER.

It appearing to the Public Service Commission of Washington that the Tacoma Railway & Power Company, since the 16th day of July, 1917, has wholly failed to furnish, maintain, and provide safe, adequate and sufficient service, facilities and equipment to enable it to promptly, expeditiously, safely and properly receive, transport and deliver all persons or property offered to or received by it for transportation, and to promote the health, safety, comfort and convenience of its patrons, employees and the public,

Now, therefore, it is the opinion of the Public Service Commission of Washington that the Tacoma Railway and Power Company is failing to furnish and maintain the facilities and service as required by law.

The Attorney General of the State of Washington is hereby directed to institute proper proceedings under section 8626-93, Rem. 1915 Code, as may be proper to bring about a compliance with the law.

August 3, 1917, the Commission entered the following

ORDER.

To W. V. Tanner, Attorney General:

Heretofore we, by an order of this Commission, directed you to institute a proceeding in the superior court to compel the resumption of service upon the system of the Tacoma Railway & Power Company in the city of Tacoma, and it appearing that since said time the cause of said cessation of service, namely, a strike, has been settled and the controversy ended and service has been resumed to the capacity that it was prior to July 16, 1917, and it appearing to us that it has been agreed between the parties to that proceeding that an order of dismissal may be entered, you are therefore authorized by this Commission to have said proceeding dismissed.

No. 4498.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, Complainant, v. THE WASHINGTON POWER, LIGHT & WATER COMPANY, Respondent.

Valuation proceedings. Rate base of water plant fixed at \$151,500 and of light and power plant at \$88,500.

November 16, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at Anacortes, Washington, on the 11th day of September, 1917, before Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning; the city of Anacortes was represented by Frank R. Norvell, city attorney, and by J. L. Corrigan, its attorneys; the respondent company was represented by Joiner & English, its attorneys; the following named witnesses were sworn and testified: T. E. Phipps, Henry J. Mooney, J. F. Lyons, John M. Morrison, E. D. Ridley, Douglas Allmond; exhibits were introduced and the cause continued, to convene at Seattle, Washington, on October 26, 1917; that pursuant to said adjournment said cause came on for hearing at Seattle, Washington, before Chairman E. F. Blaine and Commissioner Frank R. Spinning, the parties being represented by their respective counsel as at the former hearing; the following witnesses were sworn and testified: Henry J. Mooney, L. E. Stearns, Ed J. English, John M. Morrison, George H. Cotterill, Douglas Allmond, Henry L. Gray, W. R. Burke, Mr. Besner; exhibits were introduced and the hearing was closed; that thereafter the counsel for the respective parties submitted their briefs herein, and now, the Commission being fully advised in the premises, makes the following.

FINDINGS OF FACT.**I.****HISTORY.**

On May 26, 1891, the Anacortes Water Company was formed with a capital stock of \$100,000.00. This company, on March 30, 1893, was granted by the town of Anacortes a twenty-five-year franchise to furnish water to the town.

The system was constructed prior to the granting of the franchise and originally consisted of a gravity system supplied from Lathrow springs and the immediate drainage area near these springs, and serving the business district of the town. In 1892 the supply main was extended to Heart lake. This was the only source of supply until after 1901, at which time local interests acquired the system.

This original company was practically a subsidiary of the Seattle and Northern Railway Company, the railway company owning 995 shares of the 1,000 shares of capital stock of the water company.

The water system was operated in a haphazard manner until 1901, when local interests bought the capital stock from the railway company, reconstructed and enlarged the system and at the same time acquired the electric system at Anacortes.

A new directorate, consisting of T. J. Gorman, R. P. Thomas, J. A. Matheson, Melville Curtis, Gus Hensler and Douglass Allmond, took over the property from the Seattle and Northern Railway. Up to this time (November, 1901) the books and records of the company were kept by the railway company, or the Oregon Improvement Company, and are not available.

From November 1, 1901, to date, both the electric and water systems have been owned and operated by the following companies: Anacortes Water Company, from November 1, 1901, to December 31, 1913; Anacortes Light & Power Company, from January 1, 1914, to May, 1916; and, by the Washington Power, Light & Water Company, May, 1916, to March, 1917. The change from Anacortes Light & Power Company to the Washington Power, Light & Water Company in May, 1916, was accomplished by filing supplemental articles with the Secretary of State, changing the corporation in name only.

In the organization of the Anacortes Water Company in 1901, 85,660 shares of the capital stock were distributed among members of the pool on the basis of \$21,415.00 paid into the pool, or at the ratio of 25 cents a share, while the balance of 14,340 shares of the total capital stock was for the time not distributed. Later this stock was distributed and charged on the company's books to profit and loss.

Proceeds from distribution of stock.....	\$21,415 00
Face of outstanding first mortgage bond issue, March 31, 1917.....	55,000 00
Face of outstanding note issues March 31, 1917.....	57,300 00

The Anacortes Light & Power Company was incorporated by Douglass Allmond, C. M. Bliven and J. C. Corbin for \$300,000.00 and they acquired the plant and property of the Anacortes Water Company and in May, 1915, changed the name to Washington Power, Light & Water Company; the books of the Anacortes Water Company show property valued \$131,875.10 on December 31, 1913; and on January 1st, the new book or opening entries of the Anacortes Light & Power Company show property valued at \$426,973.52. The property value shown in the Anacortes Water Company books of \$131,875.10 is the depreciated value, \$59,560.52 having been charged off, while the opening entry in the Anacortes Light & Power Company books of \$426,973.52 is purely a book figure and does not represent any actual expenditure but was made to balance the differences in capital stock issues of the two corporations.

At no yearly period will the cost of property of either the electric or water systems agree with the figures of the company's balance sheet. The company prior to 1914 showed only the depreciated value on their books, while subsequent to January 1, 1914, the company's books show only assumed figures for their property values.

On March 31, 1917, the capital stock of the company was held as follows:

Douglas Allmond	2,987 shares
Cora W. Allmond.....	1 share
E. P. Barker.....	10 shares
C. M. Bliven.....	1 share
J. W. Fleet.....	1 share

TRUSTEES

Douglass Allmond.....	President and Manager
Cora W. Allmond.....	Vice-President
E. P. Barker.....	Secretary and Treasurer

The company is operated quite economically as is readily apparent from the fact that there were but fifteen employees engaged in operating the two plants:

EMPLOYEES

Manager	1
Bookkeeper	1
Cashier	1
Electrician	1
Lineman and meter-reader.....	1
Plant engineers	2
Teamster	1
Water foreman	1
Assistant water foreman.....	1
Water laborers	2
Watchmen	3
Total employees	15

The total monthly fixed pay roll amounts to \$1,277.25 for these fifteen employees, only two of whom receive in excess of \$100.00 per month. There undoubtedly is no room for criticism on the grounds of excessive salaries.

The taxes on the two plants are not assessed separately by the Skagit county officials, consequently it is necessary to segregate the taxes upon some basis. The cost of property is used as this basis for division and results in 64 per cent being charged to the water system and 36 per cent to the electric system.

During the years 1901 to 1913, inclusive, office furniture and fixtures, tools and utility equipment accounts are not segregated between the two systems, but are divided upon a 50 per cent basis to each system.

The company's outstanding water and light pay roll on March 31, 1917, was \$3,337.48.

II.**DESCRIPTION OF WATER SYSTEM.****HEART LAKE SYSTEM.**

Heart lake is the original source of water supply for the city of Anacortes. It was first developed about 1891 and 1892. The natural outlet of the lake is at the north end. By the construction of an earth dam at this point the outlet has been closed and the surface of the lake raised approximately eight feet. A fourteen-inch continuous stave pipe is carried on eight two-pile bents and extends about 250 feet south from the high water shore line into the lake. This section of pipe is weighted down with baskets filled with rock to prevent its floating. There are no special intake works, the open end of the pipe being covered by a screen. From the intake at the north end of the lake, the transmission main consists of .73 miles of 14-inch continuous stave pipe, and .24 miles of 12-inch wire-wound wood pipe, 200-foot head, to a collection reservoir. From the collection reservoir the water is carried by 370 lineal feet of 14-inch and .90 miles of 12-inch spiral steel lap-welded pipe to the beginning of the distribution system at Twenty-second street and Avenue K. This point is selected as the logical point of division between the supply system and the distribution system, although it throws two blocks of steel pipe into the distribution system. These pipe lines were constructed in the period from 1890 to 1892 and have about served their useful life. However, because of the fact that the pipe between the lake and the collection reservoir is laid on a grade, and has a free discharge into the reservoir, it is under little, if any, head. In the case of the steel pipe, the head is not more than the pipe can reasonably be expected to stand for a few years yet to come. Nevertheless, it is evident that this transmission main must be replaced before many more years of service.

The collection reservoir serves a two-fold purpose; (a) as a pressure regulator on the Heart lake line, and (b) as a collector for the waters of Lathrow and Gray springs, which are in the vicinity. The reservoir is 77 feet in diameter and 14 feet deep, inside dimensions. The wall of the reservoir consists of 12-inch by 12-inch timbers, 14 feet long, laid end to end and horizontally to a height of 14 feet. The inside is sheathed vertically with 2-inch by 6-inch tongue and groove. This lining was renewed about 1911 and is now in good condition. The wall is backed up by an earth embankment made from the material removed in excavation.

The Lathrow springs collection works, so-called, collects the water from five springs in the vicinity of the collection reservoir and delivers it to the reservoir. The pipe used is all low head, 6-inch wood pipe and is in only fair condition, although it will doubtless serve its purpose for several years yet, since it is required to stand little, if any, pressure.

CRANBERRY LAKE SYSTEM.

Cranberry lake was developed as a source of water supply about 1909. The water surface was raised by the construction of earth dams at both the north and south ends of the lake. By raising the water surface the area covered was greatly increased, but the newly flooded area was covered with only a few feet of water. In order to have the intake in deep water, it was necessary to run a pipe line a distance of about 800 feet north of the north end of the lake, as raised. This pipe was buried in the lake bed and held in place by means of cross frames.

The water is carried by a 12-inch wood pipe under the dam at the north end of the lake and discharged into the old outlet stream bed flowing north. This stream bed has been well cleaned out, and makes a suitable channel for the purpose. The water is finally collected in a storage reservoir located in the stream ravine 450 feet north of the north end of the lake.

The storage reservoir was formed by constructing an earth-filled timber dam across the ravine, excavating to bedrock above the dam and filling in the excavated material below the dam. The reservoir thus formed has a capacity of approximately 230,000 gallons. The particular value of the reservoir is to serve as a pressure regulator and settling basin. It also serves as a catchment basin for a small drainage area outside of the lake drainage area.

From the reservoir a 12-inch wire-wound wood pipe, 250-foot head, carries the water to Fourth street and Georgia avenue, at which point the distribution system is considered to begin. This diversion point is selected because of convenience and because of the evident intention to ultimately install branches which will unquestionably establish this point as the division point.

By an arrangement of valves and vent pipes situated at the reservoir, it is possible to drain and clean the reservoir. Also, it is possible to cut off the lake supply from entering the main, and allow the water in the city distribution mains to rise in the Cranberry lake transmission main to about the level of water in the reservoir.

This transmission main is comparatively new and being well installed and of good materials it may be considered in first class condition at the present time.

The water from Cranberry lake, after entering the distribution system, is conducted along Oaks avenue for a distance of about half a mile. This line parallels the shore line and will, as industries develop in the vicinity, afford

them adequate and suitable water supply and fire protection in addition to the domestic supply.

WHISTLE LAKE SYSTEM.

Whistle lake is the last source of water supply to be developed. This lake was developed and transmission main constructed in 1913. This lake is the one most remote from the city, requiring 2.61 miles of main to reach the point where the distribution system is considered as beginning, at Twenty-ninth street and Avenue T. As in the case of the Cranberry lake line, this point was selected arbitrarily, there being no well-defined division point.

The natural outlet of Whistle lake is at its south end. The lake has been raised in successive stages until now three dams are required to confine the lake waters. Two of these are small earth dams, the remaining one, largest and oldest, is of earth, faced with rock riprap. The intake is at the north end of the lake. Because of a rise or ridge at this location, through which it was too costly to tunnel or cut, the company is operating a 7-inch centrifugal pump, driven by a 20 H. P. Fairbanks-Morse distillate engine, to lift the water the few feet necessary to allow it to flow over the ridge.

For a distance of .36 miles from the lake, the water is carried in 12-inch wire-wound wood pipe, 25-foot head. This pipe is laid on the surface of the ground at some points. The balance of the transmission main consists of 10-inch, 8-inch and 6-inch wire-wound wood pipe of various strength, depending on the pressure it is required to stand.

Three-quarters of a mile north of the lake is a small reservoir in a ravine, formed by a small earth dam. This reservoir receives the flow of a small creek, the waters of which are admitted to the transmission main by means of a Y-branch and gate valve. This reservoir also acts as a sort of regulator on the transmission main.

At a point on Avenue V near Thirty-eighth street is a pressure regulating device, substantially housed. By means of this device the water flowing through the main is screened and any desired pressure within the limits of the device can be maintained on the city side of the regulator.

The 6-inch pipe is in the transmission main because it was contemplated at the time of construction to lay an 8-inch main on a different route sometime in the near future.

III.

WATER DIVISION DISTRIBUTION SYSTEM.

The distribution system as herein described includes all mains and branches with appurtenances such as hydrants, services, meters and the like, by means of which water is conducted from the terminals of the transmission mains and distributed throughout the city for domestic and industrial use and for fire protection. It contains a total of twenty miles of mains and branches of all descriptions, not including services and hydrant connections. This mileage is divided into classes as shown in the following table:

<i>Class and Size of Pipe</i>	<i>Mileage</i>	<i>Pct. of Total</i>
Galvanized and black iron, $\frac{1}{2}$, $\frac{3}{4}$, 1, 1 $\frac{1}{2}$ in.....	11.36	56.8
Galvanized and black iron, 2 and 3 in.....	.52	2.6
Wood pipe, bored, band wound, 4, 6 and 8 in.....	.80	4.0
Wood pipe, stave, wire wound, 150 ft. hd., 4, 6 and 8 in.....	1.64	8.2
Wood pipe, stave, wire wound, 250 ft. hd., 6, 8 and 12 in.....	5.57	27.9
Steel pipe, spiral lap welded, 12 in.....	.11	.5
Total.....	20.00	100.00

It is thus seen that the smaller sizes of pipe constitute somewhat over one-half of the mileage of the entire distribution system. The large mains, in good condition, which constitute the real backbone of the system, amount to more than one-fourth the total mileage, while the large mains in poor condition and which need frequent maintenance and early renewal amount to about one-eighth of the total mileage. There are no cast-iron mains in the system.

The general scheme of the distribution system layout is to lay 8-inch mains to carry the water for comparatively long distances between tie mains or from the terminals of the transmission mains and 6-inch mains as feeders and tie mains. Supply and fire protection is given to the channel waterfront industries by a 6-inch main laid on streets adjacent thereto. Roughly speaking, the district north of Tenth street to the waterfront and included between "I" avenue and Commercial avenue is bounded by 6-inch and 8-inch mains. Tie mains are run across this district, connecting up the exterior mains. Branches, or small mains of galvanized iron pipe, are laid from the large mains. In some cases these branches extend to a connection with another large main, but more frequently they terminate in dead ends or consumers' service. In general, the principal or large wooden mains are laid on north and south streets and have relatively few service connections, while the branches or small iron mains are laid on east and west streets, and it is from these mains that the majority of services are fed.

Future expansion of the system is adequately provided for by installing cast-iron crosses at each street crossed by a wooden main. The branches are bushed down or plugged, depending on whether a branch is led off or it is a dead end. In some instances fire hydrant locations are anticipated by the installation of a cast-iron tee at the proper location.

There is a total of 877 services of all sizes, from ½-inch to 6-inch, in the system. Of these, 774, or 88.2 per cent, are ½-inch services. Of the remainder, 17, or less than 2 per cent, are 2-inch or larger.

IV.

TAPPING CHARGE.

Formerly it was the practice of the company to make a uniform tapping charge of \$8.00, which charge was in some instances waived when the customer dug the trench and did all the incidental labor except actually laying and connecting the service pipe.

Now, however, the former system has been changed and it is the practice to estimate the cost of labor necessary to install a service, which estimated cost is required to be paid by the customer in advance. As before, this charge is sometimes waived by the company when the customer does the work of trenching and clearing up. It is expressly stated in the form of application for water connection that all pipe, fittings and materials in the tap is and remains the property of the company.

Since the company has received some income from the installation of these taps, an effort is made, although the records are not definite, to ascertain the amount of such income. The following statement exhibits the facts as nearly as they may be determined:

STATEMENT OF RECEIPTS FROM TAPPING FEES

Industry taps, no charge made, number.....	32	....	.....
Residence taps, no charge made, estimated number.....	40	....	.....
Residence taps, \$8, tapping fee basis, estimated number.....	745	\$8	\$5,960 00
Res. taps, estimated cost, tapping fee basis, estimated number	60	av. \$4	240 00
Totals.....	877		\$6,200 00

This amount of \$6,200.00 has apparently been treated by the company as operating revenue. The cost of the work and materials was, so far as can be determined, charged to plant. The following statement reveals the amount estimated to be the actual net investment in services, or, in other words, the actual net cost to the company of installing services:

STATEMENT OF COST OF SERVICE

Estimated cost of reproduction, service account.....	\$7,347 00
Estimated receipts from tapping fees.....	6,200 00
Balance, net cost to company.....	\$1,147 00

V.

METERS.

There is a total of 308 meters of sizes ranging from ½-inch to 6-inch, or 35 per cent of all services are metered. Of the meters 253 are ½-inch, which means that 32.7 per cent of the ½-inch services are metered. Practically all of the industry services are metered.

VI.

HYDRANTS.

There are forty-three six-inch Corey hydrants in the system. These all have two 2½-inch hose nozzles and ¼-inch steamer nozzle. The location of these hydrants is such as to afford good fire protection to industries and the business district. However, it is very apparent that the residential district is not adequately protected in this respect. This is not necessarily due to neglect on the part of either the city or the company, as the location of mains of sufficient capacity to justify the installation of hydrants is not such as to make an adequate scheme of protection feasible at the present time, neither is such installation justified so long as the outer districts are so scattered and so large a percentage of them use private wells and cisterns as a source of supply.

VII.

PAVING.

Cost of removing and replacing pavement has not been considered in the "cost of reproduction." The laying of pavement is comparatively recent, and the company was put to no expense by reason thereof, except to relay mains and reconnect services.

VIII.

SOURCE OF SUPPLY.

The sources of supply consist of both surface waters and ground waters. The surface water supply consists of three lakes located inland from the city and at a higher elevation and a small quantity taken from a small stream. These lakes are Whistle lake, Heart lake and Cranberry lake. The only ground water supplied comes from two springs called Lathrow springs, which feed into a reservoir.

Heart lake lies at an elevation of 430 feet, has an area of approximately seventy acres, and a maximum depth of twenty-five to thirty feet. The shore line for most part is sandy and gravelly soil overlying rock. The watershed is approximately one square mile in area, timbered, and while broken does not have as steep a slope as found around the other two lakes.

Cranberry lake lies close to the city at an elevation of 370 feet, has an area of approximately forty acres and a maximum depth of around thirty feet. The shore line for the greater part is of rock formation overlaid with a light covering of gravelly soil. The watershed has an area of approximately one square mile, is timbered and much like Whistle lake in regard to the roughness and the steepness of slopes.

Whistle lake lies at an elevation of 530 feet, has an area of approximately forty-five acres and a maximum depth of one hundred feet. The shore line of the lake is for the greater part of a rock formation with remainder sandy or gravelly soil overlying rock. The watershed is approximately one square mile in area, timbered and quite broken with comparatively steep slopes.

These three lakes are the natural reservoirs utilized for storage purposes. Their value for storage purposes depends upon their flexibility, or, in other words, the amount by which their surface can be varied in elevation, and not upon their total capacity. The question of storage involves three general factors which must be considered: (1) The yield of the source for successive intervals of time; (2) the demand for all purposes for like intervals of time; (3) the storage necessary or available.

The source of supply in the case of these lakes is the surface water from the rainfall precipitated within the watershed. Of this rainfall a portion runs off rapidly as flood flow, a portion is taken up directly from the ground and by the vegetation and is evaporated and a portion sinks into the ground. Of this latter portion, or percolating water, a portion is caught by the vegetation and given off to the atmosphere. That portion of the flood flow which is retained in the reservoir, together with the portion of the percolating water which finally reaches the lakes, constitutes the yield from the source of supply. Where the soil is coarse or sandy percolation will be rapid and the water will soon escape evaporation through the vegetation. This will give small evaporation, large percolation and consequently a large and steady yield. A broken or hilly area with steep slopes will also tend to increase percolation and hence the yield. The greatest evaporation and the least yield would occur where the watershed was more level, soil fine, hard or impervious, and the vegetation consisted of grasses rather than timber. Grasses will consume from .11 to .27 inches per day during the growing season as against .02 to .04 inches for fir timber. Timber also tends to promote regularity of the yield by retarding the surface flow and increasing the percolation as well as delaying and increasing the flood flow.

IX.

APPROXIMATE AREAS OF LAKES AND WATERSHEDS.

	Area of Lakes		Area of Watershed	
	Acres	Sq. Feet	Acres	Sq. Feet
Whistle Lake	45	1,960,200	600	26,136,000
Heart Lake	70	3,049,200	650	28,314,000
Cranberry Lake	40	1,742,400	600	26,136,000
Totals.....	155	6,751,800	1,850	80,586,000

X.

PRESENT STORAGE CAPACITY.

	Gallons Per Foot in Depth	Available at Present	
		Feet	Gallons
Whistle Lake	14,701,500	12	176,418,000
Heart Lake	22,869,000	5	114,345,000
Cranberry Lake	13,068,000	6	78,408,000
Totals.....	50,638,500	....	369,271,000

XI.

MINIMUM RAINFALL IN GALLONS.

	Annual	Monthly	Daily
Whistle Lake	361,166,850	30,097,238	1,003,241
Heart Lake	391,264,088	32,605,341	1,086,845
Cranberry Lake	361,166,850	30,097,238	1,003,241
Totals.....	1,113,597,788	92,799,817	3,093,327

XII.

EVAPORATION FROM WATER SURFACE.

	Annual			Monthly Gallons	Daily Gallons
	Inches	Cu. Feet	Gallons		
Whistle Lake	27	4,410,450	33,078,375	2,756,531	91,884
Heart Lake	27	6,860,700	51,455,250	4,287,938	142,931
Cranberry Lake	27	3,920,400	29,403,000	2,450,250	81,675
Totals.....		15,191,550	113,936,625	9,494,719	316,490

Deducting the loss from evaporation from water surface from the yield will give the net amount available. This is shown as follows:

XIII.

NET GALLONS WATER AVAILABLE DAILY.

	Yield	Evaporation Loss	Net
Whistle Lake	351,134	91,884	259,250
Heart Lake	380,396	142,931	237,465
Cranberry Lake	351,134	81,675	269,459
Totals.....	1,082,664	316,490	766,174

XIV.

CHARACTER AND PROTECTION OF WATERSHED AND INCREASED STORAGE.

The watersheds of the three lakes now being used as a source of supply are almost ideal, the only menace being in the highway passing through the Heart lake watershed and along the shore of that lake for a short distance. This offers a possible source of contamination and campers and picnickers along this road furnish a possibility for fires which might destroy the timber in the watershed. This timber is a valuable asset in connection with the source of supply for the city of Anacortes and extra precautions are justifiable in its protection.

The lakes, from their location and the nature of their shores, together with their possibilities for development and improvement, offer an excellent water supply for the city of Anacortes for many years to come. In fact, the development by increasing the storage capacity will provide a supply for a

population of two to three times that of the city at the present time. Raising the water level and increasing the storage capacity would increase the area, and assuming that the area remained the same, the following results would obtain:

STORAGE CAPACITY					
	Gallons Per Foot in Depth	Present Capacity		Proposed Increase	
		Feet	Gallons	Feet	Gallons
Whistle Lake	14,701,500	12	176,418,000	15	220,525,500
Heart Lake	22,869,000	5	114,345,000	6	137,214,000
Cranberry Lake	13,068,000	6	78,408,000	6	78,408,000
Totals.....	50,638,500	..	369,271,000	..	436,147,506
					369,271,000
					805,418,500

XV.

POPULATION AND CONSUMPTION OF WATER.

The population from the census of 1900 and 1910 and the estimated population for 1920 and 1930, together with the annual consumption as taken from the company's records for the years 1914, 1915 and 1916, may be shown as follows, keeping in mind the fact that the consumption shown does not include any allowance for loss and waste:

Consumption			
Year	Gallons	Year	Population
1914	119,524,480	1900	1,476
1915	110,022,633	1910	4,168
1916	105,324,032	1920	6,600 estimated
		1930	9,000 estimated

XVI.
COST OF PROPERTY.

ANACORTES WATER COMPANY									
	1901	1902	1903	1904	1905	1906	1907	1908	1909
Organization, franchises, etc.	\$500 00								
Real estate and easements	3,000 00		\$345 00		\$4,883 25	\$1,254 70	\$3,994 25	\$1,583 30	\$640 40
Water system, purchased	20,000 00								
Water system, improvements		\$6,566 63	912 38	\$4,687 63	3,142 26	8,117 89	4,041 87	9,657 54	6,623 38
Meters				176 00	842 70	658 15	862 50	704 00	54 00
Fire hydrants					876 75	198 00	140 50	234 00	
Office furniture and fixtures		32 25	11 25	159 82	20 75	16 75	13 55		230 50
Tools			24 10	82 82	44 78	47 79	46 85	61 18	
Utility equipment					308 50	* 64 00			
Buildings and fixtures									
Totals	\$23,500 00	\$6,568 88	\$1,292 73	\$5,055 77	\$9,618 99	\$10,224 28	\$9,099 52	\$12,240 02	\$7,543 28
Cumulative totals	\$23,500 00	\$30,068 88	\$31,391 61	\$36,447 38	\$46,066 37	\$56,290 65	\$65,390 17	\$77,630 19	\$85,173 47

* Indicates red figures.

COST OF PROPERTY—CONCLUDED.

ANACORTES WATER COMPANY									
WASHINGTON POWER, LIGHT & WATER COMPANY									
	1910	1911	1912	1913	1914	1915	1916	1917 Three Months	Total
Organization, franchises, etc.									\$500 00
Real estate and easements	\$44 40	\$1,362 10	\$2,762 60	\$6,991 87	\$567 75			\$779 50	28,178 62
Water system, purchased									20,000 00
Water system, improvements	2,213 74	1,728 14	4,163 54	11,889 79	97 74	\$14,065 59	\$2,536 43	185 09	30,629 64
Meters		892 88	204 80	904 80	203 25		589 00		5,997 08
Fire hydrants			125 00	61 05	368 50	90 00	86 98		2,151 78
Office furniture and fixtures	107 85	3 55	60 88	2 12					658 27
Tools									257 52
Utility equipment	120 95	9 22	37 50		59 59	14 28		51 01	587 05
Buildings and fixtures					874 06	645 21	272 07	24 35	1,315 68
Totals	\$2,433 94	\$3,993 84	\$7,853 32	\$19,849 13	\$1,645 83	\$14,821 08	\$3,434 43	\$1,039 95	\$139,855 59
Cumulative totals	\$27,635 41	\$31,651 25	\$39,015 07	\$51,864 20	\$53,510 03	\$68,331 16	\$71,815 64	\$72,855 59	\$139,855 59

XVII.

COST OF REPRODUCTION.

Cranberry Lake—

Buildings, fixtures and grounds.....	\$1,632 00	
Dams and headworks.....	2,624 00	
Transmission mains	1,834 00	
Miscellaneous equipment	419 00	
Tools and implements.....	22 00	
Telephone lines	29 00	
Indirect charges	906 00	
Stores and working capital.....	200 00	
Real estate	19,203 00	
Total		\$26,869 00

Heart Lake—

Buildings, fixtures and grounds.....	\$3,472 00	
Dams and headworks.....	130 00	
Reservoirs and tanks.....	2,916 00	
Transmission mains	15,563 00	
Miscellaneous equipment	419 00	
Tools and implements.....	3 00	
Indirect charges	3,093 00	
Stores and working capital.....	200 00	
Real estate	13,443 00	
Total		39,239 00

Whistle Lake—

Buildings, fixtures and grounds.....	\$2,961 00	
Dams and headworks.....	579 00	
Reservoirs and tanks.....	170 00	
Pumping equipment	1,144 00	
Transmission mains	9,714 00	
Pressure regulator	554 00	
Miscellaneous equipment	419 00	
Tools and implements.....	105 00	
Furniture and fixtures.....	65 00	
Telephone lines	80 00	
Indirect charges	2,173 00	
Stores and working capital.....	200 00	
Real estate	14,130 00	
Total		32,294 00

Lathrow Springs—

Collection works	\$568 00	
Tools and implements.....	10 00	
Indirect charges	79 00	
Real estate	3,224 00	
Total		3,881 00

Distribution System—

Buildings, fixtures and grounds.....	\$800 00	
Distribution mains	48,982 00	
Valves and pipe fittings.....	3,197 00	
Valve chambers	743 00	
Services	7,374 00	
Meters	5,925 00	
Hydrants	4,255 00	
Office furniture and fixtures.....	1,006 00	
Teams and vehicles.....	409 00	
Tools and implements.....	236 00	
Indirect charges	10,088 00	
Stores and working capital.....	2,917 00	
Total		85,905 00

Grand total \$188,188 00

XVIII.

COST OF REPRODUCTION LESS DEPRECIATION.

<i>Location</i>	<i>Cost of Reproduction</i>	<i>Av. Age, Years</i>	<i>Annual Depreciation, Straight Line</i>
Cranberry Lake	\$26,869 00	8.11	\$244 43
Heart Lake	39,239 00	21.48	795 40
Whistle Lake	32,294 00	3.92	767 86
Lathrow Springs	3,881 00	23.63	20 73
Distribution system	85,905 00	7.19	3,289 42
Total.....	\$188,188 00	10.31	\$5,117 84

Per cent annual depreciation, 2.72.

Accrued depreciation 52,765 00

Cost of reproduction less depreciation....\$125,423 00

Condition, per cent, 66.7.

XIX.

AMOUNT EXPENDED IN PERMANENT IMPROVEMENTS.

The amount expended in permanent improvements as shown in detail by finding No. 16 is \$116,355.59, all of which has been charged to property account, nothing having been charged to operating expenses.

XX.

CAPITAL STOCK AND VALUE THEREOF.

That the capital stock of the defendant company is \$300,000, and that the same has no present determinable market value.

XXI.

FUNDED INDEBTEDNESS.

That the funded indebtedness of the defendant company is \$55,000 first mortgage bonds and there is outstanding against said company notes in the sum of \$57,300.

XXII.

MARKET VALUE OF PROPERTY.

That the water system of the defendant company has no present determinable market value.

XXIII.

DIVIDENDS.

That no dividends have ever been paid upon the stock of the defendant company.

XXIV.

EARNINGS.

That the gross earnings for 1916 was \$21,646.79, and it is probable that the earnings of said company will remain substantially at said sum; that the operating expenses for 1916 was \$10,183.48, taxes \$1,680.00, interest on funded debt \$3,300.00, and interest on unfunded debt \$4,081.22.

XXV.

DENSITY OF TRAFFIC AND POPULATION.

That the water system of the defendant company covers a large area of territory and the number of users per mile of pipe is small; that the popula-

tion of Anacortes is now about 5,000; that the prospect of growth of said city is reasonably sure, and the future development of the city will probably be within the limits of the territory now covered by the pipe lines of the defendant company.

XXVI.

EXPENDITURES JUSTIFIED.

That the expenditures already made by the defendant company in procuring its property were such as were justified by the then existing conditions and such as might reasonably be expected in the immediate future, and that the money expended by said company has been reasonable for the present needs of the company and for such needs as might reasonably be expected in the immediate future.

XXVII.

RATE BASE.

That the sum of \$151,500 is the fair value of the property of the defendant company, now used and useful, as a water system for the city of Anacortes, as of March 31st, 1917.

OPINION.

ORIGINAL COST.

We are inclined to the view that when the original cost can, with reasonable degree of certainty, be determined, that it should be given greater consideration in determining the fair value for rate base than should be allowed to reproduction, reproduction less depreciation, or market value.

It appears in evidence in this case that in 1901 the Anacortes Water Company, then owner, sold out its water system to a predecessor of the present company for a sum indeterminable. However, the successor of this company, as an opening entry on its books, inserted the following:

Organization	\$500 00
Real estate	3,000 00
Water system purchased.....	20,000 00

The chief engineer of this Commission, and its expert accountant, in determining the original cost of the property of the defendant company, have used \$23,500.00 as a starting point, and with additions and betterments thereto, as shown by the company's books, have determined the present original cost. Owing to the fact that the original water company's books were not at hand and obtainable, they had no way of determining the units that went into and constituted the property in 1901.

At the hearing of this case we received testimony touching the character of the water system in 1901, and we are satisfied from that testimony that our chief engineer and expert accountant were justified in using the sum of \$23,500.00 as a starting point from which original cost can be calculated.

This Commission is charged with determining the original cost. To do this we must, where we can, follow the history of the plant of the utility in determining the units which have gone into it, and their value, and this regardless of all breaks in the ownership. We are not concerned with the largeness or the smallness of the amount which some owner in the chain of title may have paid for the plant. We believe that accountants and appraisers in dealing with book values can supply omissions and make corrections and it is their

duty to do so where reasonably possible, that the Commission may not be lacking in one of the items which they should consider in arriving at a rate base.

REPRODUCTION.

In treating of reproduction, we have considered apart from the balance of the plant of the defendant company, the lands within the watershed, the lakes, the Deitch ravine and Lathrow springs, and have sought their present value. In doing this we have allowed nothing for engineering, legal expense, interest or other charges.

We are fortunate in having in evidence a land analysis and timber cruise of the land and timber within the watershed of defendant's water plant made by Mr. Mooney, who in 1914, at the instance and under the pay of the city of Anacortes, did this work. We have received the testimony of Mr. English, who is a man of large experience in timber and timber values, one well acquainted with the character of timber upon Fidalgo island, where he owns two pieces of land adjoining the land of the defendant company. We have also the testimony of Mr. John M. Morrison, former mayor of Anacortes, and one who for years has been in the real estate business at that place.

Mr. George Cotterill has furnished us his ideas concerning a rate base, and Mr. Gray, the valuation expert employed by the defendant company, has filed with us an elaborate report. We also have received the testimony of L. E. Stearns, W. R. Burke and Mr. Besner. From the conflicting testimony of these witnesses concerning the value of the watershed lands of the defendant company, we have come to the conclusion that it is practically of the value set forth in finding XVII hereof. In seeking to arrive at the value of the lands possessed by the defendant company, we have included only such land as we deem lies within the watershed of the defendant company's system.

We have considered what is and what is not watershed land and that the defendant is entitled to a working capital.

In arriving at a rate base we have eliminated from our consideration the \$55,000.00 indebtedness which Mr. Allmond, the principal stockholder of the defendant company, claims was not strictly a corporate transaction.

In arriving at a rate base we have not been unmindful of the fact that no dividends have ever been paid by the defendant company to its stockholders, and that all earnings have gone into the plant, and that today there stands against said property and the lighting plant of the defendant company a large legitimate indebtedness which we cannot allocate.

When we take into consideration that this system is suitable not only to the present needs of the city but with minor additions will answer for the future needs of a population at least double the population of Anacortes, that it is substantial in character, and at the rate base fixed that its cost is slightly more than \$30.00 per capita of present population, we feel that upon this rate base the company can be allowed a reasonable return, and the citizens of Anacortes have value received for the money which they may pay to the defendant company.

LIGHT AND POWER SYSTEM.

I.

The defendant company owns and operates in the city of Anacortes a light and power system which is well designed and well constructed. The poles, with the exception of a few of the original installation, are of large size, of uniform height and the majority of them painted. The street lighting system

is of standard type. Prior to 1901 a company owned and operated the then units of the system and, becoming financially embarrassed, sold the plant to a predecessor of the defendant company for a small sum of money. The successor of the first company, as opening entries in its books, set down the following items:

Organization	\$500 00
Real estate	1,000 00
Power plant and equipment.....	12,000 00

Starting with these book entries, our chief engineer and expert accountant have, from the books of the present company and its predecessor, determined the book cost of the electrical system, as is shown in finding III.

II.

COST OF REPRODUCTION.

Buildings, fixtures and grounds.....	\$2,277 00
Power plant equipment.....	36,444 00
Poles and fixtures.....	11,206 00
Services	2,227 00
Transformers	7,144 00
Overhead conductors	5,399 00
Arc circuit conductors.....	1,601 00
Meters	8,537 00
Street lighting equipment.....	1,925 00
Testing apparatus	180 00
Teams and vehicles.....	409 00
Furniture and fixtures.....	1,006 00
Tools and implements.....	293 00
Indirect charges	10,889 00
Stores and working capital.....	3,358 00
Real estate	5,518 00
Total.....	<u>\$98,413 00</u>

III.
COST OF PROPERTY.

ANACORTES WATER COMPANY									
	1901	1902	1903	1904	1905	1906	1907	1908	1909
Organization, franchise, etc.....	\$500 00								
Real estate	1,000 00	\$44 17						\$91 15	
Power plants, buildings and fixtures.....									
Power plant and equipment.....	12,000 00								
Meters			\$371 45	\$318 18	\$549 74	509 50	\$474 25	469 74	\$198 61
Transformers			256 50		713 05	125 50	200 98	170 05	
Electric system improvement.....			1,867 87	582 24	5,288 70	8,276 48	1,905 58	1,532 52	451 73
Office furniture and fixtures.....		9,220 98	11 25	159 82	20 75	16 75	13 55		230 50
Tools		32 25	24 10	32 82	44 78	47 79	46 85	61 18	
Utility equipment					308 50	64 00*			
Totals	\$13,500 00	\$9,297 85	\$2,581 17	\$1,592 56	\$6,924 52	\$3,952 62	\$2,641 16	\$2,324 64	\$880 84
Cumulative totals	\$13,500 00	\$22,797 35	\$25,328 52	\$26,921 08	\$33,845 60	\$37,798 22	\$40,439 38	\$42,764 02	\$43,644 86

WASHINGTON POWER, LIGHT & WATER COMPANY									
ANACORTES WATER COMPANY					WASHINGTON POWER, LIGHT & WATER COMPANY				
	1910	1911	1912	1913	1914	1915	1916	Three Months 1917	Total
Organization, franchise, etc.....									\$500 00
Real estate					\$105 90				1,384 10
Power plants, buildings and fixtures.....	\$1,079 79	\$25 65				\$3 55	\$102 28		1,108 99
Power plant and equipment.....	13,460 86	3,800 26	\$1,491 58	\$120 00	207 65	21 29	602 58		31,768 67
Meters	107 53	534 91	715 06	775 91	566 74	186 75		\$190 56	6,487 93
Transformers		417 68	1,002 98	599 65					3,516 34
Electric system improvement.....			3,885 69	527 95	986 74	3,739 91	273 07	280 80	33,769 21
Office furniture and fixtures.....	107 85	3 55	60 38	2 13					658 23
Tools									257 52
Utility equipment	120 95	9 23	87 50		15 63	11 63			439 44
Totals	\$14,876 48	\$4,851 28	\$7,208 14	\$1,905 64	\$1,882 03	\$8,902 13	\$977 98	\$471 36	\$79,865 43
Cumulative totals	\$58,521 34	\$63,372 62	\$70,575 76	\$72,571 40	\$74,454 03	\$78,416 19	\$79,394 12	\$79,865 48	

* Indicates red figures.

IV.

COST OF REPRODUCTION LESS DEPRECIATION.

	Cost of Reproduction	Average Age Years	Average Life Years	Salvage Per Cent.	Annual Depreciation Straight Line		Cost of Reproduction Less Accrued Depreciation		Four Per Cent. Replacement Annuity		Cost of Reproduction Less Replacement Reserve	
					Per Cent.	Dollars	Per Cent.	Dollars	Per Cent.	Dollars	Per Cent.	Dollars
Buildings, fixtures and grounds.....	\$2,277 00	9.40	25	0	4.00	\$91 08	62.40	\$1,421 00	2.40	\$54 67	73.20	\$1,669 00
Power plant equipment.....	36,444 00	9.50	20	0	5.00	1,822 20	52.50	19,134 00	3.36	1,223 79	62.20	22,646 00
Poles and fixtures.....	11,206 00	11.00	20	0	5.00	560 30	45.00	5,043 00	3.36	376 30	54.75	6,131 00
Services	2,227 00	11.00	15	10	6.00	133 62	34.00	758 00	4.50	100 10	39.40	877 00
Transformers	7,144 00	11.00	20	5	4.75	339 34	47.80	3,411 00	3.19	227 89	57 00	4,071 00
Overhead conductors	5,399 00	11.00	30	20	2.67	144 15	70.50	3,813 00	2.14	115 54	71.20	3,841 00
Arc circuit conductors.....	1,601 00	11.00	30	20	2.67	42 75	70.50	1,131 00	2.14	34 26	71 20	1,139 00
Meters	8,537 00	11.00	15	10	6.00	512 22	34.00	2,908 00	4.50	383 74	39.40	3,362 00
Street lighting equipment.....	1,925 00	14.00	15	0	6.67	128 40	6.62	127 00	4.99	96 13	8.68	167 00
Testing apparatus	180 00	5.00	15	0	6.67	12 01	66.70	120 00	4.99	8 99	72.75	131 00
Teams and vehicles.....	409 00	4.00	10	0	10.00	40 90	60.00	245 00	8.33	34 07	64.25	263 00
Office furniture and fixtures.....	1,006 00	7.00	12	0	8.33	83 83	41.60	419 00	6.66	66 95	46.90	469 00
Tools and implements.....	233 00	9.00	10	0	10.00	29 30	10.00	29 00	8.33	24 40	11.88	35 00
Indirect charges	10,889 00	.....	.....	.....	1.45	157 60	87.80	9,558 00	.97	105 64	88.20	9,592 00
Stores and working capital.....	3,358 00	.....	.....	.....	.....	.....	100.00	3,358 00	.....	.....	100.00	3,358 00
Real estate (loaded).....	5,518 00	.....	.....	.....	.....	.....	100.00	5,518 00	.....	.....	100.00	5,518 00
Totals.....	\$98,413 00	.....	.....	.....	4.16	\$4,097 70	58.00	\$56,988 00	2.90	\$2,852 47	64.30	\$83,269 00

Weighted age of structural plant 10.2 years.

2

OPERATING REVENUES, OPERATING EXPENSES, TAXES, DEPRECIATION AND NET INCOME.

ANACORTES WATER COMPANY						
	1908	1904	1906	1906	1907	1908
Less discounts and adjustments.....						
Operating revenue	\$387 55	\$6,918 82	\$10,388 00	\$10,388 97	\$12,407 24	\$13,848 06
OPERATING EXPENSES						
Production	\$2,221 73	\$5,512 99	\$7,146 74	\$6,167 77	\$6,689 71	\$8,908 01
General		1,407 52	1,512 39	2,179 86	2,682 00	3,243 14
Operating expenses	\$2,221 73	\$6,920 51	\$8,659 13	\$7,347 63	\$9,371 71	\$12,151 15
Net operating revenue.....	\$1,634 18	\$108 31	\$1,429 47	\$3,541 34	\$4,196 53	\$1,702 51
Taxes assignable to electric system.....		83 17	206 82	204 82	305 16	440 92
Operating income	\$1,634 18	\$115 14	\$1,222 65	\$3,277 02	\$3,890 37	\$1,261 59
Depreciation 4.16% average plant.....	98 60	1,083 79	1,283 95	1,480 19	1,627 34	1,730 03
Net operating income.....	\$1,727 78	\$971 65	\$41 30	\$1,796 83	\$2,263 03	\$409 04
Per cent. earned on average investment.....	76.80%	3.72%	1.30%	4.90	5.79	1.15

* Indicates red figure.

OPERATING REVENUES, OPERATING EXPENSES, TAXES, DEPRECIATION AND NET INCOME.

	ANACORTES WATER COMPANY					WASHINGTON POWER, LIGHT & WATER COMPANY			
	1909	1910	1911	1912	1913	1914	1915	1916	1917 Three Months
OPERATING REVENUES									
Commercial lighting	\$14,767 83	\$16,191 52	\$19,079 17	\$20,350 77	\$22,373 06	\$21,104 98	\$21,202 53	\$19,333 75	\$5,619 30
Commercial power						1,658 35	2,879 70	3,054 30	867 45
Municipal street lighting—Arc.....				2,503 79	2,714 30	1,586 50	1,728 00	1,394 00	
Municipal street lighting—Incandescent.....						1,002 15	1,106 05	866 15	
Municipal building lighting.....						226 10	267 95	321 05	102 20
Municipal power				936 14	1,055 06	61 15	69 55	60 00	15 00
Miscellaneous						168 40	126 25	95 20	3 50
Totals	\$14,767 83	\$16,191 52	\$19,079 17	\$23,790 70	\$26,122 43	\$25,807 63	\$27,440 06	\$25,124 45	\$6,607 45
Less discounts and adjustments.....				1,886 08	2,621 91	2,299 34	2,228 85	2,246 37	686 26
Operating revenue	\$14,767 83	\$16,191 52	\$19,079 17	\$21,904 67	\$23,500 52	\$23,508 29	\$25,211 21	\$22,878 08	\$5,921 19
OPERATING EXPENSES									
Production	\$8,617 96	\$10,269 47	\$12,175 19	\$9,271 35	\$10,615 03	\$9,045 23	\$10,064 82	\$10,941 56	\$2,663 44
Distribution						2,004 54	1,585 71	1,537 01	323 20
Utilization						155 25	229 24	122 20	
Commercial						737 82	770 54	696 23	213 78
General	2,775 32	2,648 50	2,738 70	4,361 80	4,574 38	3,753 37	3,967 11	3,783 28	922 00
Operating expenses	\$11,393 28	\$12,917 97	\$14,958 89	\$13,633 15	\$15,189 41	\$14,786 26	\$16,617 42	\$17,080 28	\$4,122 42
Net operating revenue.....	\$3,374 55	\$3,273 55	\$4,120 28	\$8,271 52	\$8,311 11	\$8,722 08	\$8,593 79	\$5,797 80	\$1,798 77
Taxes assignable to electric system.....	363 96	531 92	808 38	786 40	1,021 60	1,053 60	1,056 00	980 00	240 00
Operating income	\$3,010 57	\$2,741 63	\$3,251 90	\$7,585 12	\$7,289 51	\$7,668 43	\$7,537 79	\$4,837 80	\$1,558 77
Depreciation 4.16% average plant.....	1,797 30	2,125 06	2,585 39	2,796 13	3,049 08	3,131 64	3,256 14	3,361 36	848 06
Net income	\$1,213 27	\$616 57	\$716 51	\$4,788 99	\$4,240 43	\$4,536 79	\$4,281 65	\$1,476 44	\$710 72
Per cent. earned on average investment.....	2.51	1.21	1.18	7.06	5.92	6.17	5.60	1.87	3.57

* Indicates red figures.

VI.

COMBINED LIGHT AND POWER AND WATER OPERATING REVENUES, OPERATING EXPENSES, TAXES, DEPRECIATION AND NET INCOME.

ANACOSTIA WATER COMPANY									
1902	1903	1904	1905	1906	1907	1908	1909	1900	
\$3,710 03	\$5,251 25	\$6,915 52	\$10,353 00	\$10,888 97	\$12,407 24	\$13,848 05	\$14,767 83		
3,708 98	4,531 15	5,302 02	8,594 75	11,884 43	12,685 00	12,831 34	13,687 77		
\$7,414 05	\$9,812 40	\$12,370 54	\$19,253 35	\$22,773 45	\$25,092 24	\$26,280 00	\$28,405 60		
\$4,222 03	\$5,545 73	\$6,720 51	\$9,909 13	\$7,347 02	\$9,211 71	\$12,146 15	\$11,308 23		
1,633 84	2,473 55	3,324 43	5,009 51	5,494 55	6,207 44	5,645 93	5,305 29		
\$5,856 32	\$8,019 28	\$10,044 99	\$14,053 64	\$12,842 57	\$14,419 15	\$17,792 11	\$16,753 57		
\$1,538 34	\$1,798 12	\$2,225 55	\$5,224 71	\$9,081 17	\$10,573 09	\$9,487 89	\$11,647 03		
\$3 14	\$93 33	\$33 17	\$209 82	\$204 32	\$305 16	\$440 92	\$303 93		
4.45	108 43	124 75	310 24	330 43	457 75	631 37	545 93		
754 99	1,001 02	1,086 79	1,203 05	1,490 19	1,637 24	1,730 63	1,797 30		
611 03	700 59	773 33	940 86	1,108 57	1,287 16	1,630 43	1,833 02		
\$1,373 61	\$1,374 47	\$2,006 07	\$2,721 57	\$3,317 89	\$3,777 41	\$4,403 35	\$4,533 25		
\$154 72	\$301 35*	\$107 73	\$2,306 04	\$3,613 51	\$3,835 69	\$3,974 54	\$7,083 77		
\$22,707 25	\$25,323 52	\$26,921 03	\$33,845 00	\$37,703 23	\$40,433 23	\$42,764 02	\$43,644 33		
30,003 83	31,397 51	33,447 23	45,003 57	56,230 05	65,390 17	77,630 19	85,173 47		
\$32,803 23	\$56,720 13	\$58,368 45	\$79,911 97	\$94,033 37	\$105,829 55	\$120,394 21	\$123,823 33		
\$1,943 12	\$54,303 19	\$60,034 20	\$71,640 21	\$87,000 42	\$99,399 21	\$113,111 83	\$124,603 77		
0.41	0.16*	0.26	3.49	7.00	6.90	3.51	6.03		
26.50*									

AVERAGE COST OF PROPERTY.....

Per cent. earned.....

* Indicates red figures.

VI.—CONTINUED.

COMBINED LIGHT AND POWER AND WATER OPERATING REVENUES, OPERATING EXPENSES, TAXES, DEPRECIATION AND NET INCOME.

WASHINGTON POWER, LIGHT & WATER COMPANY									
ANACOSTES WATER COMPANY									
	1910	1911	1912	1913	1914	1915	1916	1917 Three Months	
Operating revenues, light and power.	\$16,191 82	\$19,079 17	\$21,904 67	\$23,500 82	\$23,508 29	\$25,211 21	\$22,673 08	\$5,921 19	
Operating revenues, water	15,588 26	17,065 67	17,535 57	20,905 09	21,855 42	21,753 95	21,545 79	5,305 67	
Total operating revenue.	\$31,720 78	\$36,144 84	\$39,711 24	\$44,405 61	\$45,363 71	\$46,965 17	\$44,218 87	\$11,227 86	
Operating expenses, light and power	\$12,917 97	\$14,953 39	\$13,683 15	\$15,139 41	\$14,798 26	\$16,617 42	\$17,080 28	\$4,122 42	
Operating expenses, water.	8,352 61	8,279 65	9,402 94	11,406 15	10,555 59	10,392 30	10,153 48	2,673 63	
Total operating expenses.	\$21,270 58	\$23,233 04	\$23,086 09	\$26,545 56	\$25,353 85	\$27,009 72	\$27,233 76	\$6,796 05	
Net operating revenue.	\$10,450 20	\$12,911 80	\$16,625 15	\$17,750 05	\$19,565 86	\$19,955 45	\$17,261 11	\$4,431 81	
Taxes, light and power.	\$331 92	\$366 33	\$738 40	\$1,021 60	\$1,058 00	\$1,055 00	\$900 00	\$240 00	
Taxes, water	797 88	1,053 33	1,104 60	1,532 40	1,590 40	1,534 00	1,690 00	420 00	
Depreciation, light and power.	2,125 06	2,535 39	2,798 13	3,049 08	3,131 64	3,235 14	3,351 95	843 06	
Depreciation, water	1,970 42	2,044 32	2,173 71	2,438 52	2,723 57	2,916 59	3,125 27	794 20	
Total taxes and depreciation.	\$5,425 28	\$6,477 67	\$6,510 84	\$6,039 55	\$8,494 51	\$8,512 73	\$9,156 58	\$2,308 25	
Net income	\$4,024 92	\$6,434 13	\$9,864 31	\$9,665 20	\$11,072 35	\$11,422 72	\$8,104 53	\$2,123 56	
Cost of property, light and power		\$63,372 62	\$70,575 76	\$72,371 40	\$74,454 06	\$78,416 19	\$79,304 12	\$79,885 48	
Cost of property, water.		91,031 25	99,015 07	118,364 20	120,510 08	126,331 16	138,315 64	139,855 59	
Total cost of property.		\$153,053 87	\$169,590 83	\$190,735 60	\$194,964 14	\$204,747 35	\$217,619 76	\$219,741 07	
Average cost of property.		\$150,619 51	\$162,512 35	\$180,512 22	\$196,199 57	\$204,355 75	\$215,978 56	\$218,935 42	
Per cent. earned.	3.06	4.27	6.03	5.35	5.73	5.44	3.77	3.39	

* Indicates red figures.

VII.

That the amount expended in permanent improvements since purchased from original owner is \$66,365.48; that the whole thereof has been charged to construction.

VIII.

That there has been no sale of any of the stock of the defendant company and its market value is indeterminable; that the capital stock of the defendant company is \$300,000.00, the funded indebtedness is \$55,000.00, and outstanding notes \$57,300.31.

IX.

We are unable to determine the market value of the lighting plant of the defendant company.

X.

That no dividends have been paid upon the capital stock.

XI.

That the earning capacity of the lighting plant for the year 1916 was \$22,878.08, and that amount is the probable earning capacity of the lighting plant under the rates now charged by said company; that the fixed charges and operating expenses for 1916 were:

Taxes	\$960 00
Interest on funded debt.....	3,300 00
Interest on unfunded debt.....	4,081 22
Operating expenses	17,080 28

and it is probable the same amounts are required to meet immediate future fixed charges and operating expenses; that the foregoing interest charges are upon the total indebtedness of all the property of the defendant company and it is impossible to allocate the same between the water and lighting systems.

XII.

That the number of consumers per mile of line of the distribution system is small; that with minor additions to the plant of defendant's property it will serve double the present number of consumers, and the prospective growth of Anacortes is promising.

XIII.

That the expenditures already made by the defendant company in procuring its lighting system were justified by the then existing conditions and such as might reasonably be expected in the immediate future; and that the money expended by said company has been reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

XIV.

That the fair value of the property of the defendant company used and useful in its lighting system for a rate base is \$88,500.00.

ORDER.

WHEREFORE, IT IS ORDERED:

I.

That the rate base of the water plant of the defendant company be, and the same hereby is, fixed at \$151,500.00.

II.

That the rate base in the light and power plant of the defendant company be, and the same hereby is, fixed at \$88,500.00.

No. 4504.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. THE CHENEY LIGHT & POWER COMPANY, *Respondent*.

Valuation. Rate base fixed at \$24,000.00.

October 10, 1917, the Commission entered the following

FINDINGS AND ORDER.

The above entitled matter came on regularly for hearing on the 25th day of September, 1917, at the hour of 9:30 a.m., in the council chamber of the city hall in the city of Cheney, there being present Chairman E. F. Blaine, Commissioners A. A. Lewis and F. R. Spinning, Assistant Attorney General H. H. Cleland, Chief Engineer T. E. Phipps, Engineering Accountant J. S. Simpson and Official Reporter E. J. Delbridge; the respondent being represented by Charles P. Lund, its president and attorney, and the city of Cheney being represented by C. D. Martin, chairman of committee on public safety, and City Attorney J. E. Whalen. Thereupon the Commission proceeded to take testimony on the matters referred to in the complaint on file in this action. From the testimony adduced the Commission makes the following

FINDINGS OF FACT.

I.

INTRODUCTION.

The Cheney Light & Power Company owns and operates a distribution system in the city of Cheney, Washington, for the purpose of supplying light and power within the city and to the immediate vicinity thereof, which system is entirely aerial construction, the poles being cedar and the conductors, for the greater part, weather-proofed copper. In the entire system there are 302 poles, 174 of which are also used by a telephone company to carry telephone wires and cables. The telephone system is owned and operated by the company operating the light and power plant. The electric light and power mileage amounts to 31.61 miles, 25 miles being weather-proofed, and mostly No. 8 and No. 12 in size. There is a total of 326 services, 94 being three-wire and the remainder two-wire. There is one line now practically abandoned, which was formerly constructed to deliver energy to the old city pumping station at Dykes Station. The abandoned portion of this line has been listed as non-operating property, the entire property totaling \$653.00.

The company owns and operates no generating plants. The power is purchased from the Washington Water Power Company and taken from the switch-board of said company at its Cheney sub-station.

Cheney, while connected with Spokane by both steam and electric railway, is sufficiently far away to be a distinct and enterprising trade-center. The

following tabulation shows a continued healthy growth, the figures being based upon census reports:

Year	Population
1890	647
1900	781
1910	1,207
1917	1,600 estimated

The Light and Power Company, as shown by the past year's records, is serving 294 consumers, of which twelve are power and the remainder, excepting eight cooking, are residential and commercial lighting consumers. Of the lighting, 41 are commercial, 3 churches, and 2 lodge halls.

The following tabulation shows the distribution of consumers:

Class of Service	No. of Consumers
Residential lighting	213
Cooking	6
Lodge halls	2
Churches	3
Commercial lighting	41
Flat rate lighting.....	17
Flat rate power.....	10
Metered power	2
Total.....	294

The service is practically all metered. One of the flat-rate power consumers, however, constitutes practically one-half the entire load and consumes approximately two-thirds of the K. W. H. sold. The remaining nine flat-rate power consumers consist of one ½-H. P. installation, seven 1-H. P. installation and two 5-H. P. installations. The flat-rate lighting consumers consist of nine single light installations, two with 1-K. W. installation, three with 1-3-K. W. installation and three with ½-K. W. installation. This statement may also be shown as follows:

FLAT RATE POWER

Number Consumers	Installation
1	½ H. P.
7	1 H. P.
2	5 H. P.

FLAT RATE LIGHTING

9	1 light
2	1 K. W.
3	1-3 K. W.
3	½ K. W.

The Cheney Light and Power Company was organized under the laws of the State of Washington on January 21, 1907, for a period of fifty years, with an authorized capital of \$25,000.00, divided into 250 shares of a par value of \$100.00.

In October, 1907, this company purchased from L. Walter of Cheney the local electric light and power distributing system for \$1,250.00, and proceeded to furnish the citizens of Cheney with current for light and power purposes, purchased under a contract with the Washington Water Power Company obtained March 3, 1907, and running for fifteen years.

Records of the amount invested or results of operation prior to the time the respondent company was organized are not available, but the original in-

stallation consisted of a small steam generating plant and the distributing system referred to above. The generating plant was not included in the sale.

As the system was a small one and in a depreciated condition, we find the value thereof to have been \$3,000.00 as of October 31, 1907. Starting with this amount and reckoning the cost of additions for each year, on June 30, 1917, there was an investment of \$26,005.14. This amount, however, is subject to deductions for abandoned property and cost of poles used jointly with the telephone system, amounting to \$1,006.39, which leaves book value of operating property at June 30, 1917, \$24,998.75, to which should be added the value of supplies on hand, viz., \$426.18, and an estimated amount of working capital of \$2,226.00, or a total cost of \$27,650.93.

BALANCE SHEET.

No attempt was ever made to keep the books in conformity with the classification, nor were they ever in balance; therefore, it has been necessary to list all transactions, and, as a result, the accompanying balance sheet was obtained, which reflects the financial condition of the company at June 30, 1917, and is self-explanatory.

INCOME STATEMENT.

This statement shows that during the period from November 1, 1907, to June 30, 1917, from all sources the

Gross earnings were.....	\$126,077 02
Expenses and taxes were.....	81,540 26
Gross income	<u>\$44,536 76</u>

which amount was disposed of in the manner set forth in the statement.

STATEMENT OF EARNINGS AND EXPENSES.

This statement gives detail of earnings and expenses by years, together with total for the period. During the first two years of operation, current to the value of \$6,083.47 was exchanged for services in obtaining a franchise and rights-of-way for the electric railway entering Cheney, but said amount is not of record on the company's books. It is therefore necessary in order to present a true statement of operating cost to add this under the heading "Electric Current Purchased." As no provision has ever been made by the company to reimburse the parties rendering this service, it has been carried into the accounts, for the purpose of this investigation, under the heading "Unadjusted Credits." Otherwise, the expense appears normal and further adjustments were necessary.

The stock of this company is all controlled by Charles P. Lund, is not now and, so far as could be ascertained, never has been offered in the market. Consequently, no market or sales quotations of the stock are available.

II.
COST OF PROPERTY

	Three Months 1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	Six Months 1917	Total
Organization	\$92 06											\$92 06
Distribution system equipment.....	1,448 45	\$3,241 70	\$981 12	\$915 72	\$904 06	\$1,461 44	\$908 80	\$1,746 26	\$3,456 87	\$181 29	\$988 44	14,806 23
Line transformers		543 24	206 02	225 51	329 08	323 58	350 52	379 00	802 87			3,899 28
Meters	6 35	528 41	959 85	1,974 66		156 00	80 61	75 97	40 58	108 29		3,927 74
Lamps and lamp equipment.....		207 07			101 01		105 88					412 56
Miscellaneous equipment							94 00		106 50			199 50
Furniture and office appliances.....		60 00			25 00					21 80		106 80
Cost of plant purchased.....	3,000 00											3,000 00
Totals	\$4,546 86	\$4,580 42	\$2,146 49	\$3,115 86	\$1,859 09	\$2,143 67	\$1,577 51	\$2,301 23	\$3,444 32	\$306 86	\$988 44	\$24,006 14
Deductions:												
Pump station line abandoned.....											\$436 54	\$436 54
One-third interest poles telephone system												509 86
Total deductions											\$436 54	\$1,006 39
Total plant	\$4,546 86	\$4,580 42	\$2,146 49	\$3,115 86	\$1,859 09	\$2,143 67	\$1,577 51	\$2,301 23	\$2,574 47	\$306 86	\$146 90	\$24,996 75
Cumulative totals		\$9,127 27	\$11,273 76	\$14,389 61	\$15,745 70	\$17,888 27	\$19,469 78	\$21,671 00	\$24,545 47	\$24,851 86	\$24,996 75	.....

III.
BALANCE SHEET

ASSETS

Franchises, etc.	\$25,000 00
Plant and equipment.....	24,255 14
Material and supplies.....	926 18
Cash	5,090 12
Accounts receivable	1,701 67
Investment—stocks	4,100 00
Total.....	<u>\$61,073 11</u>

LIABILITIES

Capital stock	\$25,000 00
Accounts payable	941 11
Accrued taxes	63 32
Unadjusted credits	6,083 47
P. and L. (surplus).....	28,985 21
Total.....	<u>\$60,073 11</u>

IV.
COST OF REPRODUCTION

Poles and fixtures.....	\$3,703 00
Overhead conductors	2,792 00
Services	1,227 00
Meters	3,449 00
Transformers	3,327 00
Street lighting equipment.....	337 00
Testing apparatus	105 00
Furniture and fixtures.....	326 00
Tools and implements.....	184 00
Indirect charges	2,206 00
Stores and working capital.....	2,852 00
Total.....	<u>\$20,508 00</u>

NON-OPERATING PROPERTY

Miscellaneous poles, crossarms, conductors, etc.....	\$653 00
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V.

DEPRECIATION TABLE AND COST OF REPRODUCTION LESS REPLACEMENT RESERVE.

	Cost of Repro- duction	Weighted Age Years	Aver- age Life Years	Sal- vage Per Cent.	Annual Depreciation Straight Line		Cost of Reproduction Less Accrued Depreciation		Four Per Cent. Replacement Annuity		Cost of Reproduction Less Replacement Reserve	
					Per Cent.	Dollars	Per Cent.	Dollars	Per Cent.	Dollars	Per Cent.	Dollars
Poles and fixtures.....	\$3,708 00	6.6	15	0	6.67	\$246 87	56.00	\$2,074 00	4.99	\$184 93	63.20	\$2,339 00
Overhead conductors	2,792 00	6.6	30	20	2.67	74 46	82.40	2,301 00	1.14	39 81	89.50	2,498 00
Services	1,227 00	6.6	15	10	6.00	73 62	60.40	741 00	4.50	55 15	66.80	820 00
Meters	3,449 00	6.6	15	10	6.00	206 94	61.70	2,133 00	4.50	155 03	66.90	2,306 00
Transformers	3,327 00	6.6	20	5	4.75	158 03	68.50	2,284 00	2.69	89 36	77.20	2,668 00
Street lighting equipment.....	337 00	6.6	15	0	6.67	22 46	56.10	189 00	4.99	16 83	63.20	213 00
Testing apparatus	105 00	6.6	15	0	6.67	7 00	56.20	59 00	4.99	5 24	62.80	66 00
Furniture and fixtures.....	326 00	6.6	12	0	8.33	27 17	45.00	147 00	6.66	21 70	51.00	166 00
Tools and implements.....	184 00	6.6	10	0	10.00	18 40	34.20	63 00	8.33	15 33	33.60	71 00
Indirect charges	2,206 00	.....	.....	.....	1.52	33 40	90.00	1,968 00	1.08	22 74	92.30	2,083 00
Stores and working capital.....	2,862 00	.....	.....	.....	.....	.....	.....	2,862 00	.....	.....	.....	2,862 00
Totals.....	\$20,508 00	.....	.....	.....	4.23	\$868 35	72.30	\$14,881 00	2.96	\$808 12	78.00	\$16,087 00

Average age of structural plant, 6.6 years.

VI.
STATEMENT OF EARNINGS, EXPENSES AND OPERATING INCOME.

	Two Months 1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	Six Months 1917	Total
OPERATING REVENUE												
Commercial lighting and power.....	\$351 35	\$6,363 94	\$6,975 51	\$7,889 32	\$8,137 94	\$11,407 73	\$11,404 43	\$13,463 44	\$14,652 18	\$16,495 41	\$9,573 77	\$106,965 02
Municipal street lighting.....	.....	608 65	823 25	812 00	900 50	867 00	891 50	939 00	969 00	883 70	377 30	8,106 90
Municipal power .....	.....	500 00	1,230 00	1,234 74	1,224 65	1,200 00	1,200 00	1,200 00	1,200 00	1,316 00	580 00	10,885 39
Totals	\$351 35	\$7,472 59	\$9,028 76	\$9,886 06	\$10,263 09	\$13,474 73	\$13,496 96	\$15,632 44	\$16,821 18	\$18,700 11	\$10,531 07	\$125,957 31
OPERATING EXPENSES												
Electric current purchased.....	\$59 10	\$2,464 97	\$4,131 36	\$4,087 10	\$4,213 69	\$4,499 66	\$4,753 06	\$5,719 61	\$6,139 51	\$7,004 34	\$3,587 42	\$46,750 81
Distribution—Operation	50 15	46 06	52 90	301 80	241 25	230 25	398 75	362 75	577 00	600 00	347 00	3,262 98
Distribution—Maintenance	7 85	22 40	163 45	610 02	763 55	571 18	489 13	608 80	600 77	747 29	118 50	4,687 89
Utilization .....	.....	98 72	82 15	10 40	.....	.....	.....	.....	609 09	1,116 31	1,092 86	3,004 52
Commercial expense .....	.....	50 00	50 00	.....	50 00	50 00	50 00	50 00	91 50	62 00	.....	453 50
Salaries and expenses—Officers	160 90	750 20	683 96	1,576 70	1,655 56	1,715 80	2,069 13	2,091 97	2,129 86	2,177 78	1,392 76	16,374 60
General office expense.....	.....	108 40	5 75	10 00	25 00	42 50	38 74	47 07	59 20	490 87	95 01	922 54
Miscellaneous general expense.....	11 50	25 00	84 85	602 00	37 00	271 00	1,943 28	256 29	70 00	359 58	99 20	3,759 70
Rent .....	.....	.....	.....	.....	267 66	266 00	151 87	150 80	150 80	341 80	106 00	1,432 98
Totals	\$239 50	\$3,500 77	\$5,254 41	\$7,208 02	\$7,253 70	\$7,645 34	\$9,888 96	\$9,282 29	\$10,427 73	\$13,049 97	\$6,807 74	\$80,668 42
Net operating revenue.....	\$361 85	\$3,911 82	\$3,774 35	\$2,678 04	\$3,009 39	\$5,829 39	\$3,606 98	\$3,350 15	\$6,398 45	\$5,650 14	\$3,723 32	\$45,288 89
Taxes	20 00	21 25	62 13	63 95	86 00	88 45	117 12	111 52	111 46	126 64	63 32	871 94
Operating income	\$341 85	\$3,890 57	\$3,712 22	\$2,614 09	\$2,923 39	\$5,740 94	\$3,489 86	\$3,238 63	\$6,281 99	\$5,523 50	\$3,660 01	\$44,417 05

VII.

DIVIDENDS FOR YEARS

1910	\$1,500 00
1911	1,750 00
1912	2,000 00
1913	3,000 00
1914	2,000 00
1915	1,000 00
1916	4,000 00
Total.....	<u>\$15,250 00</u>

VIII.

That the respondent, The Cheney Light & Power Company, is a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and is engaged in the lighting and power business for hire in Cheney, and the vicinity thereof, in the State of Washington.

IX.

That the cost of construction and equipment, including the amount expended for permanent improvements and the amounts properly charged to the construction of respondent's property in the State of Washington, as of June 30, 1917, is the sum of \$27,650.93.

X.

That the cost of reproduction new of respondent's property in the State of Washington, as of June 30, 1917, based upon the average prices for a five-year period prior to 1916, is \$20,508.00. This cost of reproduction, if allowed to be influenced by war prices and calculated by the average of prices for a period of five years prior to June 30, 1917, would be \$25,500.00.

XI.

That the cost of reproducing respondent's property in its present condition in the State of Washington, as of June 30, 1917, based upon the average of prices for five years preceding 1916, is the sum of \$16,037.00. The cost of reproducing respondent's property in its present condition, based upon the average cost for a period of five years preceding the 30th day of June, 1917, is the sum of \$19,937.00.

XII.

The outstanding securities of respondent company, as of June 30, 1917, are as follows:

Stock	\$25,000 00
Unsecured debt	941 11
Accrued taxes	63 32
Total.....	<u>\$26,004 43</u>

XIII.

That the total market value of respondent's property in the State of Washington used for the convenience of the public, as of June 30, 1917, is the sum of \$25,000.00.

XIV.

That the probable earning capacity of respondent company's property in the State of Washington at the rate now charged is \$18,700.00; and, that the

amount required to meet fixed charges and operating expenses is the sum of \$13,176.61.

XV.

That the expenditures already made by respondent company in procuring its property were such as were justified by the then existing conditions and such as might reasonably be expended in the immediate future, and the money expended by said company has been reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

XVI.

That the fair value of respondent's entire property, for a rate base, is \$24,000.00.

No. 4522.

TOWN OF MARYSVILLE, *Complainant*, v. MARYSVILLE WATER & POWER COMPANY,
Respondent.

Complaint on service.

Complaint filed October 3, 1917, and answer filed October 16, 1917. Pending.

DISPOSITION OF CASES AFFECTING IRRIGATION COMPANIES.

No. 816.

CHARLES ELBEY, *Complainant*, v. PASCO RECLAMATION COMPANY, *Defendant*.
Order of dismissal.

June 2, 1917, the Commission entered the following

FINDINGS AND ORDER.

Testimony was taken in the above entitled cause and decision withheld pending the decision by the supreme court in the case *Pasco Reclamation Company v. Rankert*. Said decision having been rendered by the supreme court and it appearing to the Commission that the facts in the Rankert case are applicable to the facts in this case, and there appearing no reason why this case should not now be dismissed,

IT IS HEREBY ORDERED, That the same be, and hereby is, dismissed without prejudice.

No. 1989.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *ex rel.* BOSTON OKANOGAN APPLE CO., A CORPORATION, WALTER MAY AND F. C. GRAHAM, *Complainants*, v. PLEASANT VALLEY IRRIGATION AND POWER COMPANY, *Defendants*.

Order of dismissal.

September 17, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission in the above entitled matter that no reason exists for the further continuance of this case on the docket,

IT IS ORDERED, That the same be, and hereby is, dismissed without prejudice.

No. 4048.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *ex rel.* EDWIN BARKER, AND MAY M. BARKER, HIS WIFE, AND J. E. LEADER, *Complainants*, v. PLEASANT VALLEY IRRIGATION AND POWER COMPANY, *Defendants*.

Order of dismissal.

September 17, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission in the above entitled matter that no reason exists for further continuance of this case on the docket,

IT IS ORDERED, That the same be, and hereby is, dismissed without prejudice.

No. 4074.

AMOS G. CUMMINGS et al., Complainants, v. ATTALIA LAND COMPANY, Respondent.

Order of dismissal.

May 14, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that the respondent company having passed into the hands of the receiver and the property of the company subsequently having been sold at receiver's sale, and an irrigation district having been organized by the water users, and there appearing to be no reason why this case should not be dismissed,

It Is ORDERED, That this case be, and the same hereby is, dismissed without prejudice.

No. 4847.

D. W. DORRENCE, Complainant, v. E. H. MAIDEN AND EDWARD KRUMBACH, Defendants.

Complaint on irrigation service. Ordered that defendants place flumes and ditches in repair, employ competent persons to distribute water equitably and file tariff sufficient to cover expenses of upkeep and wages.

June 4, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at the Commercial Club rooms at Walla Walla, Washington, on May 9, 1917, before Commissioner A. A. Lewis. The plaintiff was represented by his attorney, Mr. F. B. Sharpenstein. The defendants were not represented by attorney, but appeared in person.

It was developed during the hearing that Mr. Edward Krumbach was also part owner of the irrigation system, and, with the consent of all parties hereto, the pleadings were accordingly amended.

FINDINGS OF FACT.

The irrigation system owned by the defendants was formerly owned by the Garden City Irrigation Company, said system consisting of ditches and flumes, approximately five miles in length, about four hundred feet consisting of flume and spillway, and the balance consisting of ditches. In the year 1910, the system having been in dilapidated condition and the service unsatisfactory, the defendants, being water users and holding lands under the system, purchased from the Garden City Irrigation Company ditches and flumes for the sum of \$250.00.

The complainant, as well as the defendants and several other parties, held contracts with the Garden City Irrigation Company for the furnishing of water for irrigation purposes. The testimony indicates that some of these contracts provided for free water. The contract of the complainant in this case provided for one and one-fifth cubic inches of water per second of time for each acre irrigated upon the payment of one dollar per acre per annum. Mr. Dorrence, the complainant, testifies as follows:

Q. "Mr. Dorrence, I want you to state the shortage you have experienced in water for the last three or four years and what has been the cause of it."

A. "Three years ago, I don't think I got more than one-half of the amount of water that I was entitled to; I had five acres in potatoes under the ditch which I got no water for at all. The next year I had under cultivation seven or eight acres of corn which was almost a complete failure, and very little on the alfalfa. Last year I got even less than the two years before. There was at least one-half of the alfalfa ground which got no water at all."

Q. "What was the reason for this?"

A. "Well, as far as I could judge, simply because somebody above wanted it and got it."

Q. "Was the ditch properly taken care of?"

A. "No, it was not; it was filled up with weeds. It would run down to my place for a day or two and then off for a week. By that time my ditch would dry out and crack so that the water would be almost wasted for a couple of days. The soil seems to be that as soon as it dries out the least bit, it will crack."

Q. "Is it practical to keep that ditch in repair so that it will flow water down to you?"

A. "Yes."

Q. "What would be necessary?"

A. "Merely keep the ditch cleaned out. Clean it in the spring and keep the loose weeds out through the spring and not enough grass and weeds grow up in the summer, so we will not be able to get a flow of water. As long as it is an open ditch it will have to be taken care of."

Q. "Would it take one person's time to keep that ditch fixed up? How many half days would you have to put in a week, one man, to keep it in shape?"

A. "I don't know. I have not been over it for several years. I was through Malden's and through Shaeffer's and Krumbah's several times in August. It was in very bad shape then."

Q. "Do you think now, if a man would go in there and devote two or three days a week to take care of that ditch, could he keep it in shape?"

A. "Yes, I think he could if it was cleaned up thoroughly in the spring or any time after the vegetation stops growing in the fall."

Q. "Your land is not gravelly?"

A. "No, it is loam."

Q. "Holds water well?"

A. "Yes."

Q. "If you got the water called for in those contracts could you irrigate your land?"

A. "Yes."

Mr. Malden, one of the defendants in this case, states as follows:

"Mr. Chairman, I want to go back pretty well and give some of the history and workings of our ditch. When we first began to want water for our land, which was before we bought the ditch, the Garden City Irrigation Company would not furnish the water and could not do it, and therefore we were told that we would have to get water or take over the ditch or sue for damages. We tried it for a few years and we worked it together for a few years with teams. We really did not have a system; we fell down; we did not have officers. It was everybody's business; every man had an opportunity to cut the ditch and take water when he wanted it. In 1910 Mr. Krumbah and I

bought the ditch. We paid for it, \$250.00. We thought we could get better service. In fact, my place never had water on it. The ditch was a little bit of a narrow concern and we spent on it the next year in the neighborhood of \$500.00, widening it, and had it so we could run a 3½-foot drag in the bottom. We did that for several years and we could not keep it up, and we told our patrons we would have to have more money and keep a man on it all the time. We could not get the service the way it was. The only expense the company is put to is to keep the flumes and ditch in repair. I am willing to make this proposition: We will make an assessment; we will have a man to walk this ditch this summer for four months, from the 1st of May to the 1st of September. We will assess every man according to what acreage he has. We will keep an itemized statement of all the work we have to do in keeping up the flumes and ditch for this season and assess ourselves the same as you to pay the expense."

The Commission is of the opinion that the suggestion of Mr. Maiden is probably the best method of handling the situation for the season of 1917. On account of the condition of the ditch and flumes, a ditch walker should undoubtedly be employed during the irrigation season to see that the ditch and flumes are kept in repair, and that a just and equitable distribution of the water be made to each of the water users.

ORDER.

IT IS THEREFORE ORDERED, by the Commission, That E. H. Maiden and Edward Krumbah, defendants in this case, proceed at once to place the ditch and flumes in proper shape to carry irrigation water for the season of 1917, and that a competent person be designated to act as ditch walker and supervise the distribution of water to the complainant and other water users in such manner as will tend to conserve the water carried in said flume and ditch and reach the lands of said complainant and other water users, and that said water be justly and equitably apportioned to the complainant and other water users entitled thereto, and

IT IS FURTHER ORDERED, That a tariff be filed with the Public Service Commission naming rates, the proceeds of which will be sufficient to pay the expense of the upkeep of the ditch and flumes and the wages of the ditch walker for the season of 1917.

DISPOSITION OF CASES AFFECTING STEAMBOATS.

No. 1900.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainants*, v. J. C. AGNER
et al., *Respondents*.

Complaint of Public Service Commission of Washington on account of failure of operators and owners of towboats to file tariffs with the Public Service Commission as required by law. Dismissed.

August 2, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on regularly to be heard at Seattle Chamber of Commerce at 9:30 a. m., on June 21, 1915, the Commission being represented by C. A. Reynolds, chairman; A. A. Lewis, Frank R. Spinning, commissioners; and the Towboat Owners' Association by Geo. Francis Fay, secretary of said association.

Stipulation was entered into whereby the towboat owners through their association agreed to file with the Commission full and complete tariffs covering the operation of towboats and naming rates and charges for such service; such owners and operators of towboats as were not parties to the said Towboat Owners' Association agreeing to file tariffs for their respective companies.

And it appearing to the Commission that such tariffs have now been filed as agreed to on the day and date above set out,

IT IS HEREBY ORDERED, That the complaint in the above entitled cause be, and the same is, hereby dismissed.

No. 4246.

C. W. STOCKDALE *et al.*, *Complainants*, v. ANDERSON STEAMBOAT COMPANY,
Respondent.

Order of dismissal.

June 8, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that the respondent company having ceased to serve the community of the complainants, and upon the request of the complainants in this cause,

IT IS ORDERED, That this case be, and hereby is, dismissed.

No. 4258.

J. BEN PRICE *et al.*, *Complainants*, v. ANDERSON STEAMBOAT COMPANY,
Respondent.

Complaint to compel ferry to make additional stop on route. Found that stop would entail loss of time and probably of patronage from other points and that revenue from point of proposed stop insufficient. Ordered dismissed.

December 29, 1916, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at Seattle, Washington, on the 9th day of December, 1916, before Chairman E. F. Blaine; the complainants were repre-

sented by J. L. Corrigan, their attorney; the respondent was represented by Alpheus Byers, its attorney; the residents in the vicinity of East street, on Mercer island, through their representative J. E. Pattrick, asked permission to intervene in the case, which permission was granted; witnesses were sworn and testimony and exhibits introduced, from a consideration of which, the Commission makes the following

FINDINGS OF FACT.

I.

That the Anderson Steamship Company is a corporation of the State of Washington, operating for hire the ferry Issaquah upon Lake Washington, from Leschi, within the city limits of Seattle, to Newport, on the easterly shore of Lake Washington.

II.

That the complainants are patrons of said ferry.

III.

That the said ferry was built in 1914 at a cost of \$50,000, and is manned by four persons, and the cost of operating the vessel, per day, is about \$28.00.

IV.

That when said ferry was put upon said run, she made a landing at East street, at the northwesterly corner of said island, for the accommodation of the people living along the northerly and westerly portion of said island.

V.

That the most direct route from the city of Seattle to and through Snoqualmie pass and a large section of country lying between Lake Washington, near Newport, and the back country, is by way of the Leschi-Newport ferry, and the Anderson Bros. Steamship Company built the Issaquah to take advantage of and accommodate this travel. That unless the ferry Issaquah makes close connection and fast time between Leschi and Newport, a large amount of travel from the back country beyond Lake Washington will be diverted either by way of Renton, on the county ferry across Lake Washington between Kirkland and Madison street in the city of Seattle.

VI.

That Lake Washington, by the digging of a ship canal between Puget Sound and Lake Washington, several months ago, was lowered, and after the lowering of said lake, King county, at the instance of the people living along the northerly middle portion of Mercer island, in a bay on the northerly shore of said island, built a ferry landing called McGilvra's landing. This landing in a direct line is 1,000 feet from the landing at East street.

VII.

That the landing at East street, after the lowering of said lake, was partially reconstructed so as to accommodate the landing of the ferry Issaquah at that point.

VIII.

The ferry Issaquah landing at East street noses in, and in leaving said dock, in backing, makes a slight swing which leaves the ferry pointing into the open waters of the lake and continuing upon the course to Newport.

IX.

That said ferry in landing at McGilvra landing is compelled to make somewhat of a right-angle turn in to the landing, and in leaving said landing must back out, making a right-angle turn when outside of the headlands of the bay in order to get upon the course leading to Newport, and this operation consumes from twelve to fifteen minutes of time.

X.

That at no time does the fares and freight collected at McGilvra landing equal the expense to the company of making the landing.

XI.

That at one time in the neighborhood of 2,500 people petitioned the board of county commissioners of King county to bridge the channel between Mercer island and the mainland to the east thereof, so that all travel from the back lands from Lake Washington in the district to and through Snoqualmie pass might be brought to the northwesterly point of Mercer island, and from that point transported by a ten-minute run of ferry to Leschi Park in the city of Seattle, greatly reducing the time of travel between the city of Seattle and the easterly shore of Lake Washington, and the travel beyond, and the Anderson Steamship Company is interested in having this improvement made.

XII.

That the people in the immediate vicinity of East street are opposed to the discontinuance of the service of the ferry Issaquah at that point, and if the service of the ferry at that point is discontinued the time of travel of the people living in the neighborhood of East street in going to and from the city of Seattle will be increased.

XIII.

That the Anderson Steamship Company, since the building of said McGilvra wharf, had landed there each morning for the accommodation of the people desiring to go from that point to the city of Seattle, and this service the company is willing to continue.

XIV.

That for a long time the Anderson Steamship Company operated a small steamer which was accustomed to land at the point called McGilvra landing, which boat also called at several points on the easterly shore of Lake Washington and the points upon Mercer island; that this steamer, after the lowering of Lake Washington, ran upon a snag and was wrecked and is no longer in commission.

OPINION.

In the very nature of things a steamboat company cannot build up and retain with any degree of certainty a trade, for water traffic is always open to all comers. The Anderson Steamship Company having at a large expense built the ferry Issaquah for a particular route and service, we know of no provision in the statute law of this state creating this Commission which authorizes us to frustrate the purpose which the steamship company had and probably still has in mind.

WHEREFORE, IT IS ORDERED, That the petition of the complainants in this cause be, and the same is, hereby dismissed.

No. 4278.

**THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. LIBERTY BAY
TRANSPORTATION COMPANY, *Respondent*.**

Valuation.

Hearing held by Commission May 28, 1917. Pending.

No. 4474.

**THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. KITSAP COUNTY
TRANSPORTATION COMPANY, *Respondent*.**

Valuation.

Hearing was had by Commission May 28, 1917. Pending.

No. 4289.

**THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. WASHINGTON
ROUTE, INC.**

Valuation.

Hearing held by Commission May 28, 1917. Pending.

No. 4292.

**S. L. LEWIS, W. DEATHERAGE, J. H. TATE AND R. W. CLARK, *Complainants*, v.
WASHINGTON ROUTE, *Respondent*.**

**Complaint on increased steamboat fare. Held that \$1.00 for ticket
good for six days not unjustly high. Ordered that restriction limiting
tickets to navy yard employees be removed and increase to \$1.00 approved.**

**Proposed tariff suspended by order of the Commission, January 6, 1917.
The Commission, January 15, 1917, entered the following**

FINDINGS AND ORDER.

**This cause came on for hearing before the Public Service Commission of
Washington at Seattle, Washington, on the 13th day of January, 1917, Chair-
man E. F. Blaine and Commissioner A. A. Lewis being present. The complain-
ants were represented by J. W. Bryan, their attorney; the respondent was rep-
resented by Harry E. Wilson, its attorney. Witnesses were sworn and examined
and the hearing concluded. The Commission having considered the evidence
and being fully advised in the premises finds:**

**That the steamer Norwood is the only vessel operated by respondent which
is suitable for the service required between Bremerton and Port Washington
points; that a rate of \$1.00 for one ticket good for six days between Washing-
ton Bay ports and Bremerton is not unjustly or unreasonably high, considering
the type of vessel required for the service, the cost of service and the value
thereof to the patrons of respondent. Respondent's supplement No. 4 to its
passenger tariff No. 1, naming such rate of \$1.00, which was filed with the Com-
mission December 7, 1916, provided, in effect, that such rate should be avail-
able to *bona fide* navy yard employees only. This limitation is contrary to sec-
tions 20 and 21 of the Public Service Commission law and should be eliminated
from said tariff.**

WHEREFORE, IT IS ORDERED, That respondent be, and it hereby is, authorized to file with the Public Service Commission of Washington, and publish on one day's notice, a supplement to its passenger tariff No. 1, naming a rate of \$1.00 for one ticket good for six days between Washington Bay ports and Bremerton and cancelling said supplement No. 4 to its passenger tariff No. 1 and omitting from the supplement to be filed the provision contained in said supplement No. 4, limiting the sale of such tickets to *bona fide* navy yard employees.

No. 4802.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ISLAND TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4806.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. KINGSTON TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4807.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ALKI POINT TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4813.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. TACOMA & BURTON NAVIGATION COMPANY, *Respondent*.

Valuation.

Hearing held May 25, 1917. Pending.

No. 4814.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. EAGLE HARBOR TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4825.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. M. McDOWELL, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4828.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PORT BLAKELEY TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4882.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. VASHON NAVIGATION COMPANY, *Respondent*.

Valuation.

Hearing held May 25, 1917. Pending.

No. 4885.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. WEST PASS TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4848.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. ANDERSON STEAMSHIP COMPANY, *Respondent*.

Valuation.

Hearing held May 28, 1917. Pending.

No. 4861.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. NAVY YARD ROUTE, *Respondent*.

Valuation.

Hearing held May 26, 1917. Pending.

No. 4868.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. PUGET SOUND NAVIGATION COMPANY, *Respondent*.

Valuation.

Hearing May 26, 1917. Pending.

No. 4890.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. GREYHOUND TRANSPORTATION COMPANY, *Respondent*.

Valuation.

Hearing September 1, 1917. Pending.

No. 4395.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, Complainant, v. OLYMPIA-TACOMA NAVIGATION COMPANY, Respondent.

Valuation.

Hearing held September 1, 1917. Pending.

No. 4401.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, Complainant, v. MERCHANTS TRANSPORTATION COMPANY, Respondent.

Valuation.

Hearing held May 25, 1917. Pending.

No. 4482.

CLARK DAVIS AND 134 OTHERS, Complainants, v. KITSAP COUNTY TRANSPORTATION COMPANY, Respondents.

Complaint against steamboat freight rates and passenger fares. Held reasonable. Order of dismissal.

October 5, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at Seattle, Washington, on June 29, 1917, before Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning; the plaintiffs were represented by Clark Davis, the defendant was represented by Mr. McBride, attorney; witnesses were sworn and examined and testimony taken, and the Commission having examined and considered the information disclosed by the files and record in the above entitled action, and it appearing that the practices of the respondent complained of are reasonable and fair,

It Is ORDERED, That the above entitled cause be, and the same is, hereby dismissed.

No. 4457.

MAGNOLIA BEACH IMPROVEMENT ASSOCIATION, Complainant, v. VASHON NAVIGATION COMPANY. Respondent.

Complaint against steamboat rates and service. Withdrawn. Dismissed.

July 25, 1917, the Commission entered the following

OPINION AND ORDER.

It appearing in the above entitled matter that the respondent having withdrawn its tariff complained of in this action and having substituted a supplemental tariff, effective July 26, 1917, and having agreed to improve the service by putting a newer and better boat upon the run, in lieu of the present vessel,

and it further appearing that the complainants have withdrawn their complaint,

IT IS HEREBY ORDERED, That this action be, and the same hereby is, dismissed.

No. 4462.

CITY OF BREMERTON, *Complainant*, v. NAVY YARD ROUTE, *Respondent*.

Protest against increase in steamboat fares.

**Complaint filed July 18, 1917. Amended complaint filed August 20, 1917.
Hearing held August 30, 1917. Pending.**

DISPOSITION OF CASES INVOLVING TELEPHONE COMPANIES.

No. 185.

CITY OF SPOKANE, A MUNICIPAL CORPORATION, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Respondent*.

Order of dismissal on stipulation of parties.

July 18, 1917, the Commission entered the following

FINDINGS AND ORDER.

This matter coming on regularly for hearing in the city of Spokane on the 22d day of June, 1917, upon the stipulation of the parties to dismiss the complaint and proceedings as shown on pages 21 to 29, inclusive, of the record of the above date, and it appearing to the Commission that the parties hereto by and through their respective counsel, have stipulated that an order of dismissal of the complaint and proceedings herein may be entered, and it further appearing that a stipulation was on the above day made between the parties hereto; that the testimony, evidence, records and exhibits in causes Nos. 135, 462 and 1825 now or heretofore pending before the Public Service Commission of Washington may be used in any proceeding filed before the Commission, or upon the Commission's own motion involving the Pacific Telephone and Telegraph Company, the Home Telephone Company of Spokane, or telephone rates, service facilities, valuation, etc., generally, and the Commission being fully advised in the premises,

IT IS THEREFORE ORDERED, That the above entitled complaint and proceedings be, and the same are, hereby dismissed, and that the transcript of testimony, evidence, records and exhibits in causes Nos. 135, 462 and 1825, above referred to, may be used as stipulated and shown above.

No. 169.

THE RAILROAD COMMISSION OF WASHINGTON, *Complainant*, v. PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Respondent*.

Order of dismissal.

June 9, 1917, the Commission entered findings and order as follows:

Valuation findings having been made by the Public Service Commission of Washington in cause No. 1810, instituted after the commencement of the above entitled proceeding and including the property involved in the above entitled proceeding,

IT IS ORDERED. That the above entitled cause be, and the same hereby is, dismissed.

No. 1516.

LOWER NACHES TELEPHONE COMPANY, Complainant, v. PACIFIC TELEPHONE AND TELEGRAPH COMPANY, Respondent.

Change ordered in method of application of "farmer-line schedule of rates."

July 17, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at North Yakima, Washington, June 13, 1914, before Commissioners A. A. Lewis and F. R. Spinning. The complainant was represented by its attorney, D. V. Morthland. The respondent was represented by its attorney, Otto B. Rupp. Testimony was taken and, by understanding with the parties hereto, the decision was withheld pending the general telephone investigation and appraisal of the property of the Pacific Telephone and Telegraph Company then under contemplation by the Commission.

FINDINGS.

At the hearing on June 13, 1914, the Commission's telephone engineer presented his report on this case, in which he based the adjustment of the farmer-line rates on the theory of "use of property offsetting use of property," no other basis being available to the Commission at that time, from the fact that no appraisal of the property of either company or rate studies had been made.

Since the hearing a comprehensive study of the telephone business has been made and an appraisal and valuation of all the properties of the Pacific Company made. In making his report, the Commission's engineer stated that it was believed that the farmer-line rate should be solved upon the basis of the farmer line paying the exchange for the use of the exchange property and the exchange paying the farmer line for the use of the farmer-line property, and that the net rate to the farmer lines should be the algebraic sum of these two amounts. This view, of course, necessitates that all property investment and expenses incurred in giving service should be considered in the makeup of the rate schedule. Inasmuch as the exchange rate, which includes the farmer-line service, has not been established on this basis, it is evident that the investment and expense of the farmer lines have not been taken into consideration in fixing the present rate. Therefore, a rate adjustment on this theory would no doubt tend to increase the present rates.

In the state-wide telephone investigation of the Pacific Company's business, the Commission found in cause No. 1825 that the company was earning 2.38 per cent on the valuation of the whole system within the state, and, in the face of this showing, it was evident that an adjustment of rates upon a cost-analysis basis would, in the aggregate, mean a raise of rates. It is, therefore, the view of the Commission that farmer-line rates should at this time be considered as part of the general schedule of rates rather than to attempt to place the same upon a cost-analysis basis. However, a change in the method of application of the present farmer-line schedule of rates has been decided upon by the Commission. By this change the so-called steps in the rates will be reduced, which will tend to modify the annual shifting of the rates from one step to another. By this change in the application of the schedule, the Naches rate will be reduced from eight dollars and forty cents (\$8.40) per annum to eight dollars (\$8.00) per annum with ten per cent (10%) discount.

ORDER.

IT IS THEREFORE ORDERED, by the Commission, That the respondent's tariff now on file be amended by the filing of a supplement thereto naming the rate to apply to the complainant company as follows: Eight dollars (\$8.00) per annum with ten per cent (10%) discount for exchange service, providing the bill is paid at the company's office during the first month of the year; new subscribers to be billed from the date of connection to the end of the year and annually in advance thereafter; initial bills rendered any subscriber to be subject to a ten per cent (10%) discount for exchange service, provided the bill is paid at the company office within thirty days after date of bill; the above rates to become effective July 1, 1917.

Rates for business service, three dollars (\$3.00) additional in connection with above rate.

No. 1988.

CITY OF EVERETT, Complainant, v. PUGET SOUND INDEPENDENT TELEPHONE COMPANY AND PACIFIC TELEPHONE & TELEGRAPH COMPANY, Defendants.

Order of dismissal.

June 2, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that a consolidation of the telephone exchanges maintained in the city of Everett at the time the complaint was filed in this proceeding has since been made and that the cause of complaint has been thereby satisfied,

IT IS ORDERED, That the above entitled proceeding be, and the same hereby is, dismissed.

No. 1957.

In the Matter of the Petition of the White Bluffs & Columbia River Telephone Company for Permission to Consolidate the Telephone Exchanges of White Bluffs and Hanford, and to Rearrange and Increase Rates.

Order of dismissal.

May 16, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that the consolidation of exchanges as proposed in the petition having been effected, and there appearing no reason why this case should not now be dismissed,

IT IS ORDERED, That this case be, and hereby is, dismissed.

No. 4388.

SPRING COULEE INDEPENDENT TELEPHONE COMPANY AND PLEASANT VALLEY TELEPHONE COMPANY, *Complainants*, v. THE PACIFIC TELEPHONE & TELEGRAPH COMPANY, *Respondent*.

Order of dismissal.

June 2, 1917, the Commission entered the following

FINDINGS AND ORDER.

It appearing to the Commission that the defendants in the above entitled matter having filed a tariff which is satisfactory to the complainants,

It Is ORDERED, That this cause be, and the same hereby is, dismissed.

No. 4480.

CRYSTAL LAUNDRY Co. *et al.*, *Complainants*, v. HOME TELEPHONE & TELEGRAPH COMPANY OF SPOKANE, *Respondents*.

Rules, rates and regulations of company challenged.

-Complaint filed June 25, 1917. Pending.

DISPOSITION OF CASES AFFECTING GAS COMPANIES.

No. 4528.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, ON ITS OWN MOTION, AND THE CITY OF SEATTLE, A MUNICIPAL CORPORATION, *Complainant*, v. SEATTLE LIGHTING COMPANY, A CORPORATION, *Respondent*.

Increased gas rates challenged. Tariff permitted to go into effect pending hearing. Separate accounts to be kept for each customer so refunds may be made if ordered at final hearing. Pending.

October 22, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing before Commissioners E. F. Blaine and Frank R. Spinning in the assembly room of the Chamber of Commerce, in the city of Seattle at 9 a. m., October 15, 1917. Assistant Attorney General H. H. Cleland appeared on behalf of the Commission. There were present Rate Expert O. O. Calderhead, Chief Engineer T. E. Phipps and Engineering Accountant J. S. Simpson, also Official Stenographer N. W. Bolster. The respondent was represented by Messrs. Clise & Poe, its attorneys. The city of Seattle was represented by Messrs. Meier and Dougan. E. D. O'Brien appeared on his own behalf. Witnesses were sworn and examined.

It appearing to the Commission that the Seattle Lighting Company having filed a tariff, being Seattle Lighting Company tariff No. 2, by the terms of which, if the same shall become effective, its rates for gas in the city of Seattle will be increased; and, this Commission having fixed the 15th day of October, 1917, in the assembly room of the Seattle Chamber of Commerce in the city of Seattle for the hearing of all protests to said proposed increased rates, and the Commission, through its own experts and employees having investigated the books and records of the Seattle Lighting Company to determine the merit of the proposed increase and having received the testimony of such experts and employees, and the testimony of witnesses on behalf of the respondent, and the city of Seattle having filed a formal protest against the proposed increase of rates and having requested a suspension thereof for the period of sixty (60) days that it might investigate the books and records of said company and furnish evidence in the premises, and said motion having on said 15th day of October, 1917, been denied by this Commission, and said city of Seattle having on said date renewed its motion for the suspension of said rates and for an opportunity to be heard touching the same, and the Commission having fixed the 26th day of October, 1917, at the Chamber of Commerce rooms in the city of Seattle as the time and place when said city might produce testimony and evidence in opposition to the proposed increase of rates, and said hearing on the 15th day of October being adjourned to the 26th day of October, 1917, at the hour of 9 o'clock for further hearing, and the corporation counsel of the city of Seattle having on October 22, 1917, filed a request for the issuance of subpoenas *duces tecum* directed to H. R. Clise and F. K. Lane, calling for the production of the following:

"All account books of the Seattle Lighting Company of every kind, form and nature showing each and every account of said Seattle Lighting Company

for the years 1914, 1915, 1916 and 1917 to date; and every voucher and bill paid by the Seattle Lighting Company to any person, firm, corporation or partnership by the Seattle Lighting Company during the years 1914, 1915, 1916 and 1917 to date; and every cancelled check issued by the Seattle Lighting Company during the years 1914, 1915, 1916 and 1917 to date; and every record in the possession of the Seattle Lighting Company showing the payment of money made by or on behalf of the Seattle Lighting Company during the years 1914, 1915, 1916 and 1917 to date; and any other book, paper, voucher, check, memorandum or instrument in writing of any kind, character or nature in the possession of the Seattle Lighting Company not hereinbefore specifically enumerated by name or description, that shows any payment of money or other thing of value, made by the Seattle Lighting Company during the years 1914, 1915, 1916 and 1917 to date;"

and the Commission being fully advised,

It Is ORDERED, That the 2d day of January, 1918, at 9 a. m., in the assembly room of the Chamber of Commerce, Seattle, Washington, be and the same are hereby fixed as the time and place when said city may produce any and all testimony in opposition to said rate, and that said tariff being Seattle Lighting Company tariff No. 2, be and the same is hereby permitted to become effective October 31, 1917, pending said hearing and the further order of this Commission: *Provided, however*, That as to the protest of the city of Seattle, the burden of proof shall remain upon the Seattle Lighting Company; and conditioned further, that in case the city of Seattle shall prevail in its contention, reparation will be ordered by this Commission as to all collections under such tariff as shall be found excessive by the final order of this Commission in this proceeding.

The Seattle Lighting Company be, and is hereby, directed and required to so keep its books that increased rates against all patrons shall be clearly indicated, so that the amount of reparation, if any, hereafter ordered may be readily determined in each individual case.

No. 4542.

CITY OF EVERETT, Complainant, v. PUGET SOUND GAS COMPANY, Respondent.

Increased rates challenged. Tariff suspended.

Complaint filed November 17, 1917, challenging proposed increased rates. Hearing held November 28, 1917. November 30, 1917, tariff ordered suspended pending decision. Pending.

No. 4541.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, CITY OF TACOMA AND CITY OF PUYALLUP, Complainants, v. ELMER DOVER, RECEIVER TACOMA GAS COMPANY, Respondent.

Increased rates challenged. Ordered that company eliminate proposed ready-to-serve charge and file tariffs covering increases on graduated scale.

Complaint filed November 16, 1917, challenging proposed tariff increases. Hearing held November 27, 1917. November 30, 1917, memo order entered by Commission fixing rates to be filed, covering increases, but eliminating proposed ready-to-serve charge.

No. 2847.

Northwestern Long Distance Telephone Company. To publish rates for certain new toll stations.

No. 2848.

Great Northern Railway Company. To publish reduction in rates on magnesite and lime rock from Valley and Chewelah to Spokane.

No. 2849.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on magnesite rock, carloads, from Spokane to Mica.

No. 2850.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from Saginaw to McKenna.

No. 2851.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, Carlisle to Stearnsville.

No. 2852.

Northern Pacific Railway Company. To publish reduction in class rates between Spokane and Walla Walla to equalize rates of the Oregon-Washington Railroad & Navigation Company.

No. 2853.

Northern Pacific Railway Company. To publish reduction in rate on logging outfit from Valley Mill to Buckley.

No. 2854.

Oregon-Washington Railroad & Navigation Company. To publish restoration of rate on gravel from Gravel Pit to Primo.

No. 2855.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on coal from Enumclaw and points intermediate to Mica.

No. 2856.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from Helsing Junction and Wilson's Spur to Preacher's Slough.

No. 2857.

Lewiston-Clarkston Transit Company. To publish reduction in passenger fares by purchase of ticket books.

No. 2858.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on iron and steel articles from Seattle to Snoqualmie Falls.

No. 2859.

Northern Pacific Railway Company. To publish reduction on logs, trainloads of ten or more cars, from Winlock and Bunker to Union Mill Company.

No. 2860.

Northern Pacific Railway Company. To publish reduction in rate on broken terra cotta from Terry Ave. to Denny.

No. 2861.

Northern Pacific Railway Company. To publish reduction on radial chimney brick from Seattle to Tacoma.

No. 2862.

Northern Pacific Railway Company. To publish reduction in rate on logs, trainloads of ten cars or more, from Garibaldi to Tacoma.

No. 2863.

Northern Pacific Railway Company. To publish reduction in rate on coal, carloads, from Seattle and Wilkeson and points common therewith to Freeman

No. 2864.

Great Northern Railway Company. To publish reduction on rate on coal, carloads, from Seattle, Tacoma, Renton and Briquettville to Freeman.

No. 2865.

Pacific Northwest Traction Company. To publish reduction in rates on ties, carloads, from Clouds to track connection with the Bellingham & Northern Railway Company at Bellingham; and from Clouds to track connection with the Great Northern Railway Company at South Bellingham; and on cordwood from Clouds to side tracks between Miller's Spur, York St., and Allen's Spur, Kentucky St.

No. 2866.

Puget Sound Electric Railway. To publish a reduction in rate on cement from track connection with the Northern Pacific railway at Georgetown to the Meadows.

No. 2867.

James Griffiths & Sons. To publish new rates on wharfage, storing and pumping, etc., on whale and fish oil, fertilizer in sacks, soy bean oil in cases, and on merchandise N. O. S.

No. 2868.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on magnesite rock, Spokane to Mica.

No. 2869.

Puget Sound Electric Railway. To publish reduction in rate on cement from Tacoma to McAleer, Ardena and Firwood.

No. 2870.

Puget Sound Electric Railway. To publish reduction in rates on lumber, lath, shingles and cross arms from Midland to Seattle.

No. 2871.

Great Northern Railway Company. To publish reduction in rate on dolomite rock from Colville to Bellingham.

No. 2826.

Pacific Coast Railroad Company. To publish demurrage rules conforming with I. C. C. I. & S. Docket 966, in order to relieve car shortage.

No. 2826.

Chicago, Milwaukee & St. Paul Railway Company. To publish demurrage rules, to expedite release of cars.

No. 2826.

The Oregon-Washington Railroad & Navigation Company. To publish new demurrage rules conforming to I. C. C. I. & S. Docket No. 966, to expedite release of cars.

No. 2826.

The Great Northern Railway Company. To publish demurrage rules relieving extreme car shortage.

No. 2826.

Pacific Northwest Demurrage Bureau. To publish new demurrage rules conforming to the uniform agreement of the various railroads.

No. 2826.

Spokane & Inland Empire Railroad Company. To publish new demurrage rules as per agreement among all railroads in the Northwest to relieve the car shortage.

No. 2826.

Spokane, Portland & Seattle Railway Company. To publish new demurrage rules to relieve car shortage.

No. 2827.

Border Line Transportation Company. To publish rate on canned salmon, Lummi Bay to Bellingham.

No. 2828.

Puget Sound & Willapa Harbor Railway. To publish reduction in rate on hardwood logs between stations on said road.

No. 2829.

Washington Coast Utilities. To publish new tariff containing many reductions and no advances.

No. 2830.

Chicago, Milwaukee & St. Paul Railway Company. To publish rate for movement of shingle bolts from Hilda to Joyce.

No. 2831.

Olympia & Tacoma Navigation Company. To publish reduction in passenger rates Olympia to Tacoma.

No. 2832.

Northern Pacific Railway Company. To publish reduction in rate on logging outfit, Aberdeen to Fairfax.

No. 2833.

Great Northern Railway Company. To publish reduction in rate on lumber, carloads, from Oregon-Washington Railroad & Navigation Company tracks to Western Pine Manufacturing Company.

No. 2834.

Willapa Electric Company. To publish reduction in commercial and residence lighting rates through discount benefits.

No. 2835.

Northern Pacific Railway Company. To publish switching rate from coal storage yards on Madison St. to plant of Spokane Heat, Light & Power Company.

No. 2836.

Skookum Railway & Logging Company. To publish new rates for new industries not contemplated when tariff was filed.

No. 2837.

Puget Sound & Cascade Railway Company. To publish reduction in rate on cedar poles from Big Lake Junction to Clear Lake.

No. 2838.

Great Northern Railway Company. To publish reduction in rate on saw logs from Velvet to Deer Park.

No. 2839.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, Seattle to Snoqualmie.

No. 2840.

Puget Sound & Cascade Railway Company. To publish reduction in rate on logs, Clear Lake to Skagit Landing.

No. 2841.

Willapa Electric Company. To publish reduction in electric light service rates at South Bend, Raymond and Eklund Park, Wash.

No. 2842.

Northern Pacific Railway Company. To publish reduction in rate on logs in trainload of twenty or more cars, Bloomfield to Union Mills, Wash.

No. 2843.

Northern Pacific Railway Company. To publish switching rate on specially equipped cars for handling mill refuse from St. Paul & Tacoma Lumber Co.'s mill to (District "D") to Tacoma District Heating Co.'s Plant (District "E").

No. 2844.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs from Olympia to Kyro.

No. 2845.

Great Northern Railway Company. To publish reduction in rates on shingle bolts from Sedro Woolley to Burlington and Blanchard.

No. 2846.

Northern Pacific Railway Company. To publish reduction in rates on logs from Koolon to Fremont.

No. 2847.

Northwestern Long Distance Telephone Company. To publish rates for certain new toll stations.

No. 2848.

Great Northern Railway Company. To publish reduction in rates on magnesite and lime rock from Valley and Chewelah to Spokane.

No. 2849.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on magnesite rock, carloads, from Spokane to Mica.

No. 2850.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from Saginaw to McKenna.

No. 2851.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, Carlisle to Stearnsville.

No. 2852.

Northern Pacific Railway Company. To publish reduction in class rates between Spokane and Walla Walla to equalize rates of the Oregon-Washington Railroad & Navigation Company.

No. 2853.

Northern Pacific Railway Company. To publish reduction in rate on logging outfit from Valley Mill to Buckley.

No. 2854.

Oregon-Washington Railroad & Navigation Company. To publish restoration of rate on gravel from Gravel Pit to Primo.

No. 2855.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on coal from Enumclaw and points intermediate to Mica.

No. 2856.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from Helsing Junction and Wilson's Spur to Preacher's Slough.

No. 2857.

Lewiston-Clarkston Transit Company. To publish reduction in passenger fares by purchase of ticket books.

No. 2858.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on iron and steel articles from Seattle to Snoqualmie Falls.

No. 2859.

Northern Pacific Railway Company. To publish reduction on logs, trainloads of ten or more cars, from Winlock and Bunker to Union Mill Company.

No. 2860.

Northern Pacific Railway Company. To publish reduction in rate on broken terra cotta from Terry Ave. to Denny.

No. 2861.

Northern Pacific Railway Company. To publish reduction on radial chimney brick from Seattle to Tacoma.

No. 2862.

Northern Pacific Railway Company. To publish reduction in rate on logs, trainloads of ten cars or more, from Garibaldi to Tacoma.

No. 2863.

Northern Pacific Railway Company. To publish reduction in rate on coal, carloads, from Seattle and Wilkeson and points common therewith to Freeman

No. 2864.

Great Northern Railway Company. To publish reduction on rate on coal, carloads, from Seattle, Tacoma, Renton and Briquettville to Freeman.

No. 2865.

Pacific Northwest Traction Company. To publish reduction in rates on ties, carloads, from Clouds to track connection with the Bellingham & Northern Railway Company at Bellingham; and from Clouds to track connection with the Great Northern Railway Company at South Bellingham; and on cordwood from Clouds to side tracks between Miller's Spur, York St., and Allen's Spur, Kentucky St.

No. 2866.

Puget Sound Electric Railway. To publish a reduction in rate on cement from track connection with the Northern Pacific railway at Georgetown to the Meadows.

No. 2867.

James Griffiths & Sons. To publish new rates on wharfage, storing and pumping, etc., on whale and fish oil, fertilizer in sacks, soy bean oil in cases, and on merchandise N. O. S.

No. 2868.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on magnesite rock, Spokane to Mica.

No. 2869.

Puget Sound Electric Railway. To publish reduction in rate on cement from Tacoma to McAleer, Ardena and Firwood.

No. 2870.

Puget Sound Electric Railway. To publish reduction in rates on lumber, lath, shingles and cross arms from Midland to Seattle.

No. 2871.

Great Northern Railway Company. To publish reduction in rate on dolomite rock from Colville to Bellingham.

No. 2872.

Northern Pacific Railway Company. To publish reduction in rate on rails, carloads, Halterman to Everett.

No. 2873.

Great Northern Railway Company. To publish reduction in rate on fuel oil in tank cars from Richmond Beach to Leavenworth.

No. 2874.

Northern Pacific Railway Company. To publish reduction in rate on ashes from Spokane to Irvin. .

No. 2875.

Northern Pacific Railway Company. To publish reduction in rate on logs, train loads, from Lebam to Doty.

No. 2876.

Northern Pacific Railway Company. To publish reduction in rate on steel and iron and machines and machinery from Seattle to Snoqualmie.

No. 2877.

Bellingham & Northern Railway Company. To publish reduction in rate on logs, from Kulshan and Welcome to Bellingham.

No. 2878.

The North Pacific Public Service Company. To publish reduction in rates on gas.

No. 2879.

Puget Sound Navigation Company. To publish reduction in rate on cement between Bellingham and Seattle.

No. 2880.

Cowlitz, Chehalis & Cascade Railway Company. To publish reduction in rates on lumber, shingles and timbers from stations on said road to Chehalis.

No. 2881.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel from Cowiche Junction to North Yakima.

No. 2882.

Seattle, Port Angeles & Western Railway Company. To publish reduction in rates on logs from Reeveton (Reeves Spur intermediate) to Port Angeles and Bayside.

No. 2883.

Northern Pacific Railway Company. To publish reduction in rate on brick from Renton to Tacoma Smelting Company at Tacoma.

No. 2884.

Northern Pacific Railway Company. To publish reduction in rate on coal from Cle Elum, Roslyn, Beekman and Lakedale to Freeman.

No. 2885.

Washington Western Railway Company. To publish reduction in rate on steel bands, castings, pipe and cement, carloads, from Woodruff and Machias to Three Lakes and Williams.

No. 2886.

Independent Electric Company. To publish reduction in cooking and heating rates.

No. 2887.

Puget Sound Electric Railway. To publish reduction in rate on rip rap from Quarry to McAleer, Ardena, Firwood and Puyallup.

No. 2888.

Seattle, Port Angeles & Western Railway Company. To publish reduction in rate on gravel, carloads, from Morse Creek gravel pit to Bayside and Port Angeles.

No. 2889.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in L. C. L. rates Port Angeles to Seattle, via Seattle, Port Angeles & Western Railway and Puget Sound Navigation Company line.

No. 2890.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on lumber and shingles from Tacoma to Port Angeles.

No. 2891.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on cottonwood logs from Ashford to Raymond.

No. 2892.

Pacific Northwest Traction Company. To publish reduction in rates on millwood from Everett to points on the line of the Puget Sound Traction, Light & Power Company in Seattle.

No. 2893.

Northern Pacific Railway Company. To publish reduction in rates on logs, train loads, from Kerriston to Tacoma and Seattle.

No. 2894.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rates on sewer pipe, brick, hollow tile, conduits from Mica to Spokane.

No. 2895.

Great Northern Railway Company. To publish reduction in rate on bottles from Anacortes to Olympia.

No. 2896.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on manure from Seattle to Hughes Siding.

No. 2897.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on manure from Seattle to Hughes Spur.

No. 2898.

Puget Sound & Cascade Railway Company. To publish reduction in rate on coal, carloads, from Clear Lake to North Mount Vernon.

No. 2899.

Northern Express Company. To publish reduction in specified carload rates as set out in tariff W. P. S. C. No. C-19.

No. 2900.

Northern Pacific Railway Company. To publish reduction in rates on Plaster from Tacoma to Mount Vernon.

No. 2901.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on lime, lime rock and phosphate rock from Orcas Island and San Juan Island kilns to Opportunity.

No. 2902.

Northern Pacific Railway Company. To publish reduction in rate on brick from Terry Ave. to Glead.

No. 2903.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on paving brick, carloads, from track connection with the Puget Sound Electric Railway at Massachusetts St. to points on Jackson St. line between 21st and 23rd Avenues, Seattle.

No. 2904.

Pacific Coast Railroad Company. To publish reduction in rate on logs from Cedar Grove to Hobart.

No. 2905.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, train loads, from Clear Lake to Big Lake.

No. 2906.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on coal, carloads, from Enumclaw to Columbla, Limestone Junction, Balfour, Kendall and Maple Falls, Wash.

No. 2907.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, carloads, from Pasco and Mesa Pit or Mesa to Pleasant View.

No. 2908.

Northern Pacific Railway Company. To publish reduction in rate on saw logs from Lytle to Hoquiam.

No. 2910.

Great Northern Railway Company. To publish reduction in rate magnesite, carloads, between Evans and Valley and Chewelah.

No. 2911.

Puget Sound Traction, Light & Power Company. To publish reduction in street lighting rates in Skagit County.

No. 2912.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logging rails and fastenings from Tolt to Everett and Snoqualmie.

No. 2913.

Bellingham & Northern Railway Company. To publish reduction in rates on lime from Limestone to Centralia.

No. 2914.

Northern Pacific Railway Company. To publish reduction in rate on saw logs from Darrington to Seattle.

No. 2915.

Northern Pacific Railway Company. To publish reduction in rate on oysters from South Bend to Olympia.

No. 2916.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, carloads, from Wallula to Pleasant View.

No. 2917.

Cancelled.

No. 2918.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, train loads, from Wises to McMurray.

No. 2919.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on pressed brick from track connection with the Puget Sound Electric Railway at Massachusetts St., Seattle, to N. 72nd St. and Greenwood Ave.; and on paving brick from same point to Drummond Spur, Iowa Ave., near West Spokane Ave.

No. 2920.

Puget Sound Traction, Light & Power Company. To publish reduced rate for Washington State Normal School, schedule "B-7", tariff No. 12.

No. 2921.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs, carloads, Primo to Melbourne.

No. 2922.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in merchandise class rates, between Bayside and Port Angeles and Dolvardon, Earles, Hilda, Joyce, Lyre, Majestic, Shadow and Twin Rivers.

No. 2923.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs, carloads, Napavine to Helsing Junction.

No. 2924.

Northern Pacific Railway Company. To publish reduction in rate on camp outfit from Adrian to Wilbur.

No. 2925.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, trainloads, Custer to South Bend.

No. 2926.

The Northern Pacific Railway Company. To publish reduction in rate on logs, carloads, from Blue Creek, Barstow and Laurier to Deer Park; also New Boundary to Hanley Mill Spur.

No. 2927.

Northern Pacific Railway Company. To publish a new rule "where rates on logs are specified as applying to a movement of ten or more cars, and where only five or more cars are furnished by the company in lieu thereof, the rates named for the greater number of cars will be applied on lots of five or more cars, but only where the lesser number is furnished by the company in lieu of the greater number for which rates are named." This to relieve as far as possible present car shortage.

No. 2928.

Northern Pacific Railway Company. To publish reduction in rate on sewer pipe from Spear to Pullman.

No. 2929.

Cowlitz, Chehalis & Cascade Railway Company. To publish reduction in rate on fir piling, carloads, for distances over ten miles to and including fifteen miles.

No. 2930.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs, carloads, from Saginaw to Galvin.

No. 2931.

Northern Pacific Railway Company. To publish reduction in rate on sheep from Yakima Valley points to Lester, and from Ellensburg and Cle Elum to Hot Springs.

No. 2932.

Puget Sound, Traction, Light & Power Company. To publish reduction in rate on paving brick from track connection with the Puget Sound Electric Railway at Massachusetts St., Seattle, to W. Ray St. and Queen Anne Ave., end of N. Queen Anne line and end of W. Queen Anne line.

No. 2933.

Northern Pacific Railway Company. To publish reduction in rate on green fruit (other than apples) from Grandview and Prosser to Seattle.

No. 2934.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on paving brick, carloads, from track connection with the Puget Sound Electric Railway at Massachusetts St., Seattle, to Union Oil Company's Spur, Western and Eagle and Denny Way between First and Second avenues north.

No. 2935.

Key City Light & Power Company. To publish reduction in power rates as indicated in Schedule "E," tariff No. 3, power rates, sheet No. E-1.

No. 2936.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel from Pasco to North Yakima.

No. 2937.

Northern Pacific Railway Company. To publish reduction in rates on green fruit (other than apples) and empty lug boxes returned from Wenatchee and Malaga to Seattle, Sumner and Puyallup; and reverse movement on empty lug boxes.

No. 2938.

Northern Pacific Railway Company. To publish reduction in rate on clay from Seattle to Tacoma.

No. 2939.

Northern Pacific Railway Company. To publish reduction in rate on brine from Puyallup and Sumner to North Yakima.

No. 2940.

Northern Pacific Railway Company. To publish reduction in rate on fruit and vegetables, fresh, using certain commodity distance rates as shown on page 2 of supplement 14-J to Northern Pacific tariff 2010-B, between certain specified stations.

No. 2941.

Northern Pacific Railway Company. To publish reduction in rate on sulphurous water in bulk and cherries in brine, Puyallup to Wenatchee and reverse movement for latter commodity.

No. 2942.

Cancelled.

No. 2943.

Spokane & Inland Empire Railroad Company. To publish local freight tariff naming commodity and distance rates on fruits and vegetables, tariff S. & I. E. No. 695.

No. 2944.

Puget Sound Electric Railway. To publish reduction in rate on sand and gravel and cement from track connection with the Northern Pacific Railway at Georgetown to Duwamish, Foster and Renton Junction.

No. 2945.

Northern Pacific Railway Company. To publish reduction in rate on saw logs from Kerriston to Eagle Gorge.

No. 2946.

Great Northern Railway Company. To publish reduction in rate on logs, carloads, Velvet to Hanley Spur.

No. 2947.

Tacoma Railway & Power Company. To publish reduction in rate on cement pipe, carloads, from 56th St. and Yakima Ave. to Northern Pacific Railway Company transfer at South Tacoma.

No. 2948.

Northern Pacific Railway Company. To publish a reduction in rate on fresh fruits and vegetables from Elco to Grandview.

No. 2949.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate lug boxes empty returned, subject to rule 6-B of western classification to which tariff is subject.

No. 2950.

Oregon-Washington Railroad & Navigation Company. To publish reduction in class rates covering fruits and vegetables between Kennewick and North Yakima, as shown under index numbers in W. P. S. C. No. 367.

No. 2951.

Northern Pacific Railway Company. To publish reduction in rates on brick, carloads, from Walla Walla to Grandview.

No. 2952.

Vashon Navigation Company. To publish reduction in passenger rates.

No. 2953.

Northern Pacific Railway Company. To publish reduction in rate on lug boxes from North Yakima to points west of Kennewick.

No. 2954.

Northern Pacific Railway Company. To publish reduction in rate on fresh fruit, straight or mixed carloads, from Seattle to North Yakima.

No. 2955.

Northern Pacific Railway Company. To publish reduction in rate on vegetables, carloads, from Blalock to Spokane.

No. 2956.

Chicago, Milwaukee & St. Paul Railway Company. To publish rate on hardwood logs from Gibbons to Tacoma via Maytown.

No. 2957.

Shelton Transportation Company. To publish reduction in passenger rate from transfer point in Bay to Shelton.

No. 2958.

Oregon-Washington Railroad & Navigation Company. To publish rate on cedar logs from Balch to Bucoda.

No. 2959.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on fuel oil from Bayside to Twin Rivers.

No. 2960.

Great Northern Railway Company. To publish reduction in rates on cull apples to Seattle and Tacoma from Wenatchee, Wagnersburg, Malaga, Winesap, Pallsades and Brewster; also to Chehalis from Wenatchee, and to Spokane from Deer Park, Denison and Devil's Spur.

No. 2961.

Great Northern Railway Company. To publish reduction in rate on logs, from Clayton to Deer Park.

No. 2962.

Northern Pacific Railway Company. To publish reduction in rate on sugar beets to North Yakima from stations distant thirty miles or less.

No. 2963.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rates on sugar beets to North Yakima from Baird, Sunnyside, Grandview, Biggam and Glen.

No. 2964.

Northern Pacific Railway Company. To publish rate on apples, carloads, from Whitstran, Prosser, North Prosser, Grandview, Farroh, Harrah, White Swan, Boone, Naches, Welkle, Moxee City and Ellensburg to North Yakima, Zillah and Toppenish.

No. 2965.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on apples from Biggam to North Yakima.

No. 2966.

Northern Pacific Railway Company. To publish reduction in rate on hardwood logs, scrub oak, ash, birch, maple or cherry, carloads, main and branch line stations.

No. 2967.

Oregon-Washington Railroad & Navigation Company. To publish a rate on logs from Balch to Cosmopolis.

No. 2968.

Northern Pacific Railway Company. To publish reduction in rate on sulphur dioxide from Tacoma and Seattle to Cheney, and from Tacoma to Aberdeen and Hoquiam, Wash., and Portland, Ore.

No. 2969.

Great Northern Railway Company. To publish reduction in rate on sulphur dioxide from Tacoma to Camas.

No. 2970.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on sulphur dioxide from Seattle and Tacoma to Spokane; also from Tacoma to Aberdeen.

No. 2971.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on sulphur dioxide from Tacoma to Aberdeen.

No. 2972.

Spokane, Portland & Seattle Railway Company. To publish reduction in rate on sulphur dioxide, Tacoma to Camas.

No. 2973.

Northern Pacific Railway Company. To publish reduction in rate on logs from Clear Lake to McMurray.

No. 2974.

Northern Pacific Railway Company. To publish reduction in rate on tin cans, empty, from Tacoma and Seattle to North Yakima.

No. 2975.

Northern Pacific Railway Company. To publish reduction in rate on steel rails, carloads, from Morristown to Buckley.

No. 2976.

Northern Pacific Railway Company. To publish reduction in rate on logs, train loads, from Lebam to Aberdeen and Hoquiam.

No. 2977.

Northern Pacific Railway Company. To publish reduction in rate on lug boxes, empty, from North Yakima to Walla Walla.

No. 2978.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate empty lug boxes to North Yakima from Walla Walla.

No. 2979.

Northern Pacific Railway Company. To publish reduction in rate on canned goods, carloads, from Spokane to Sumner and Puyallup.

No. 2980.

Great Northern Railway Company. To publish reduction in rates on canned goods from Spokane to Seattle, Tacoma, Everett, Bellingham and Centralia.

No. 2982.

Great Northern Railway Company. To publish rate on dolomite rock, carloads, from Colville to Camas.

No. 2983.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs from Balch to Hoquiam.

No. 2984.

Frank Waterhouse & Co., Inc. To increase certain handling rates. *Denied.*

No. 2985.

The Northern Pacific Railway Company. To publish reduction in rate on tin cans, Sedro Woolley from Kent; and on milk, Sedro Woolley to Everett, Tacoma and Seattle.

No. 2986.

The Great Northern Railway Company. To publish reduction in rate on tin cans, Sedro Woolley from Kent; and on milk, Sedro Woolley to Everett.

No. 2987.

Oregon-Washington Railroad & Navigation Company. To publish rate on cedar logs between all rail stations of said company.

No. 2988.

Great Northern Railway Company. To publish reduction in rate on logs, carloads, from spur one and one-half miles east of Scotia to Elk.

No. 2989.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on clay and cannister from Sumas to Clay City; also from Tacoma to Clay City.

No. 2990.

Northern Pacific Railway Company. To publish reduction in rate on coke from Wingate, Wilkeson and Fairfax to Seattle.

No. 2991.

Northern Pacific Railway Company. To publish reduction in rate on saw logs from Enumclaw to Tacoma.

No. 2992.

Yakima Valley Transportation Company. To publish new reduced class rates from all points on said road to North Yakima, on sugar beets.

No. 2993.

Northern Pacific Railway Company. To publish reduction in rates on manure from Camp Lewis to points distant not over forty miles.

No. 2994.

Northern Pacific Railway Company. To publish reduction in rates on saw logs from Nallpee to Hoquiam and Aberdeen.

No. 2995.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on manure from Camp Lewis to stations thirty miles distant.

No. 2996.

Northern Pacific Railway Company. To publish reduction in rate on cull apples to Toppenish from Mellis, via Granger or Parker.

No. 2997.

Chicago, Milwaukee & St. Paul Railway Co. To publish switching rate for industries and connections in Spokane switching district.

No. 2998.

Oregon-Washington Railroad & Navigation Company. To publish specified rate on logs from Chehalis, Napavine and Hanna to Olympia.

No. 2999.

The Great Northern Railway Company. To publish reduction in rate on cull apples to Spokane from points at certain specified distances.

No. 8000.

Puget Sound Electric Railway. To publish reduction in rate on coal, via P. S. E. Ry. to Massachusetts street, Seattle, and P. S. T., L. & P. Co. to Ballard, care P. N. T. Co., to destination.

No. 8001.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on potatoes to Seattle from Twin Rivers, Port Angeles, Sequim and Quillcene.

No. 3002.

Northern Pacific Railway Company. To publish reduction in rate, cull apples and empty lug boxes, to Walla Walla from Gilliam, Eastman, Minnick, Taggard and Dayton.

No. 3003.

The Great Northern Railway Company. To publish changed rates on all freight (except high explosives) between Tacoma and American Lake (Camp Lewis).

No. 3004.

The Northern Pacific Railway Company. To publish reduction in rate on cull apples and lug boxes, empty, to Walla Walla from Gilliam, Eastman, Minnick, Taggard, Long and Dayton.

No. 3005.

Oregon-Washington Railroad & Navigation Company. To publish reduction in cull apples to Walla Walla from Waltsburg, Taggard, Long and Dayton, and on empty lug boxes returned.

No. 3006.

Great Northern Railway Company. To publish reduction in rates on manure from Camp Lewis (American Lake) to stations not over thirty miles distant.

No. 3007.

Northern Pacific Railway Company. To publish reduction in rate on logging outfit, Darrington to Seattle.

No. 3008.

Northern Pacific Railway Company. To publish reduction in rate on sugar beets, Easton to North Yakima.

No. 3009.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, Darrington to McMurray.

No. 3010.

Oregon-Washington Railroad & Navigation Company. To publish rate on locust logs, Prescott to Walla Walla.

No. 3011.

The Northern Pacific Railway Company. To publish reduction in rate on locust logs from Prescott, Waltsburg, Huntsville, Dayton, etc., to Walla Walla.

No. 3012.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on sugar beets, Kittitas to North Yakima.

No. 3013.

Northern Pacific Railway Company. To publish reduction in rate on saw logs, Cavano to Hartford.

No. 3014.

Great Northern Railway Company. To publish reduction in rate on magnesite, to Hillyard from Chewelah and Valley.

No. 8015.

Harbor Island Dock & Warehouse Company. To publish certain increased storage, etc., rates. *Denied.*

No. 8016.

Continental Telegraph Company. For authority to publish reduction in rates from Manito.

No. 8017.

Northern Pacific Railway Company. To publish reduction in rate on sugar, North Yakima to Tacoma and Seattle.

No. 8018.

Northern Pacific Railway Company. To publish reduction in rate on manure, Camp Lewis (American Lake) to Seattle.

No. 8019.

Great Northern Railway Company. To publish reduction in rate on manure, Camp Lewis (American Lake) to Seattle.

No. 8020.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on manure, Camp Lewis (American Lake) to Seattle.

No. 8022.

Seattle, Port Angeles & Western Railway Company. To publish rate on logs, Johnson Creek to Carlsborgh.

No. 8023.

Northern Pacific Railway Company. To publish rate on sheep (wethers and ewes only) between Kennewick and Pateros.

No. 8024.

Puget Sound Electric Railway. To publish reduction in rate on parlor car fares, to take care of government tax.

No. 8025.

Lummi Island Navigation Company. To publish reduction in one-way fares.

No. 8026.

Spokane, Portland & Seattle Railway Company. To publish reduction in rate on cull apples, carloads, Spokane to Grand Dalles.

No. 8027.

Northern Pacific Railway Company. To publish reduction in rate on fresh fruit, carloads, Tacoma to North Yakima.

No. 8028.

Puget Sound Traction, Light & Power Company. To publish reduction on paving brick from track connections with the Puget Sound Electric Railway at Massachusetts street to Bruce & Hergert spur and Milligan & Nesbit spur.

No. 8029.

North Coast Power Company. To publish reduction in rate on vegetables, specified, between Vancouver and city limits to Jaggy and Bonzo to Sifton.

No. 8080.

Northern Pacific Railway Company. To publish reduction in rate on mill cinder and mill scale, Lakeview to Seattle.

No. 8081.

Northern Pacific Railway Company. To publish reduction on crushed rock and gravel, Centralia to Lebam.

No. 8082.

Chicago, Milwaukee & St. Paul Railway Company. Reduction in cull apples, Spokane to Dishman.

No. 8083.

The Great Northern Railway Company. To publish reduction in rate on cull apples, Wenatchee to Vancouver.

No. 8084.

Puget Sound Traction, Light & Power Company. To publish reduction in rate on manure, Tacoma to Milton, McAleer, etc.

No. 8085.

The Northern Pacific Railway Company. To publish amendment to tariff regarding storage and bunkering of coal at Seattle and Tacoma.

No. 8086.

The Great Northern Railway Company. To publish reduction in distance rates to Olds and Wenatchee, similar to rates given to Spokane, on fruit and vegetables.

No. 8087.

The Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs from landing near Cedarville similar to rate for Cedarville and Hoquiam.

ORDERS PERMITTING REFUNDS.

Orders permitting refunds were issued as follows:

No. 2080.

Chicago, Milwaukee & St. Paul Railway Company. For authority to protect a through rate of 51¼c on certain movement of paper, Millwood to Hoquiam, moving between the dates of January 13 and February 15, 1916.

No. 2081.

Chicago, Milwaukee & St. Paul Railway Company. For authority to suspend the long and short haul clause on classes and commodities between Seattle, Tacoma, Everett, Bellingham, Aberdeen, Hoquiam, Cosmopolis, South Aberdeen, Centralia, Chehalis and South Bend; also on high explosives, Dupont to South Bend.

No. 2082.

The Oregon-Washington Railroad & Navigation Company. For authority to refund demurrage charges to the Hercules Sandstone Company, Tenino, Wash., on certain shipments of stone moving Tenino to South Aberdeen, dur-

ing the months of December and January, 1916. Demurrage due to inability of the government on account of weather conditions to place scows for unloading.

No. 2033.

The Great Northern Railway Company. For authority to protect actual weight on certain shipment of fence posts, McIntosh to Sumner.

No. 2034.

The Northern Pacific Railway Company. For authority to protect actual weight on three carloads of apples moving from North Yakima to Olympia, between October 13 and 26, 1916.

No. 2035.

The Northern Pacific Railway Company. For authority to make refund on certain shipments of logs, Buckley Branch to Tacoma.

No. 2036.

The Great Northern Railway Company. For authority to protect a double first class rate on certain shipments of high explosives moving between the dates of May 1 and September 25, 1916.

No. 2037.

The Oregon-Washington Railroad & Navigation Company and the Great Northern Railway Company. For authority to waive collection of overcharge on nineteen cars of magnesite moving from Valley and Chewelah to Mica, between the dates of December 20 and January 22, 1916. Also supplemental order covering period extending from December 19 to January 22, 1916.

No. 2038.

The Northern Pacific Railway Company. For authority to cancel certain demurrage charges and refund other demurrage charges as set out in petition submitted by Puget Sound Flouring Mills Co., the Puget Sound Warehouse Company, the Sperry Flour Company, Balfour, Guthrie & Co., the Tacoma Grain Co., P. J. Fransioli & Co., and Eureka Dock Co., accruing between the dates of May 23 and July 26, 1916, owing to strike of longshoremen, truckers and warehousemen.

No. 2039.

The Northern Pacific Railway Company. For authority to disregard the long and short haul clause as applying to class rates between Spokane and Walla Walla.

No. 2040.

The Yakima Valley Transportation Company. For authority to refund to basis of 3 cents per hundred weight on apples in ton lots between all stations on said line distant over five miles and under ten.

No. 2041.

The Northern Pacific Railway Company. For authority to protect a rate of \$1.75 per thousand feet on logs, Koolon to Fremont, because of misunderstanding between operating and traffic departments as to the location of said station.

No. 2042.

The Chicago, Milwaukee & St. Paul Railway Company. For authority to protect released valuation on certain shipment of household goods moving from Carlsborg to Seattle, account Carlsborg being a star station having no agent, and therefore shipper not given an opportunity to sign a release.

No. 2043.

The Northern Pacific Railway Company. For authority to protect actual weight account of cars loaded to full visible capacity, on two cars cedar posts, Eagle Gorge to Wapato, and Eagle Gorge to Grandview.

No. 2044.

The Great Northern Railway Company. For authority to relieve certain stations of outstanding non-collectible amounts, account of excessive rate charged on certain shipments of high explosives moving on Marcus division of said line.

No. 2045.

The Puget Sound Traction, Light & Power Company. For authority to protect rates on light and power furnished the Times Printing Company between certain specified dates, as said company should have been given the option of securing the cheaper rate under a new schedule going into effect at that time.

No. 2046.

The Northern Pacific Railway Company. For authority to protect a rate of 43 cents per one hundred pounds on canned goods from Bellingham and South Bellingham to Spokane, between certain specified dates, in order to equalize the rate of the Great Northern Railway Company.

No. 2047.

The Oregon-Washington Railroad & Navigation Company. For authority to protect a rate of \$15 per car on gravel from Gravel Pit to Primo, moving between certain specified dates.

No. 2048.

The Chicago, Milwaukee & St. Paul Railway Company. For authority to suspend the long and short haul provisions of section 22, chapter 117, Session Laws 1911, State of Washington, in connection with publication of short line distances named in official table, and modifying orders Nos. 593, 1446, 1450 and 1496 to the extent that such orders conflict with the distances named in this order.

No. 2049.

The Oregon-Washington Railroad & Navigation Company. For authority to suspend the long and short haul provisions of section 22, chapter 117, Laws of State of Washington, having acquired operating rights over the lines of the Northern Pacific Railway from Nisqually to American Lake desires to publish rates and distances to and from all points in Washington on its lines, as indicated in certain specified tariffs and supplements thereto.

No. 2050.

The Chicago, Milwaukee & St. Paul Railway Company. For authority to waive a \$798.00 demurrage charge accruing on certain carloads of crushed rock moving from Alder to South Aberdeen during December and January, 1916, for use on government work; weather conditions preventing the unloading of said cars.

No. 2051.

The Northern Pacific Railway Company. For authority to refund on certain shipments of sewer pipe moving from Taylor to Sunnyside and Prosser, between certain specified dates, account of misrouting.

No. 2052.

The Great Northern Railway Company. For authority to protect through rate on oil, Richmond Beach to Tonasket, on certain shipments originally billed Richmond Beach to Riverside, and diverted.

No. 2053.

The Great Northern Railway Company. For authority to disregard the long and short haul provision of section 22, chapter 117, Laws of State of Washington, 1911, to and from stations Country Club, Tillicum, Murray and American Lake, it being the intention to equalize rates of the Northern Pacific Railway Company between these points and stations served jointly by the said railway companies.

No. 2054.

The Northern Pacific Railway Company and the Oregon-Washington Railroad & Navigation Company. For authority to protect one-half of the fourth class rate on empty barrels or drums (wooden or iron), second-hand, moving between the dates of June 30, 1915, and December 6, 1915, inclusive.

No. 2055.

The Northern Pacific Railway Company. For authority to protect a competitive rate on potatoes moving from Garfield and Palouse to Kennewick, during the months of November and December, 1916.

No. 2056.

The Great Northern Railway Company. For authority to disregard provisions of section 22, chapter 117, Laws State of Washington, 1911, as applying to powder and high explosives, American Lake (Dupont) to Tacoma, Seattle, Hermione, Vancouver, Felida, Pohlen, West Tenino, Mutual, Scheel, South Bellingham and Bellingham.

No. 2057.

The Oregon-Washington Railroad & Navigation Company. For authority to disregard the long and short haul provisions of section 22, chapter 117, Laws of State of Washington, 1911, on powder and high explosives from American Lake (Dupont) to Tacoma, Seattle and Hermione.

No. 2058.

The Great Northern Railway Company. For authority to protect actual weight on shipment of wheat loaded in 80,000-pound capacity car, moving Curlew to Everett, March 29, 1917, account of smaller capacity car ordered but not furnished.

No. 2059.

The Oregon-Washington Railroad & Navigation Company and the Northern Pacific Railway Company. For authority to protect rate of 14 cents on brick on two certain carloads of brick moving from Seattle to Grandview, to equalize rate.

No. 2060.

The Yakima Valley Transportation Company. For authority to protect through rate to newly created stations, Mallette and Gilbert, on Orchard line; and Reynolds, McKee, Speyers and Spinner, on Selah line.

REPORT OF SAFETY INSPECTORS.

OLYMPIA, WASH., November 19, 1917.

To the Public Service Commission of Washington, Olympia, Washington.

DEAR SIR: Herewith is respectfully submitted a brief report of the duties performed by the inspectors of tracks, safety appliances and electrical construction and maintenance for the Public Service Commission, from November 1, 1916, to November 1, 1917.

In covering their work, the inspectors traveled approximately 25,000 miles and, as in the past, have been met in a spirit of co-operation by the officers and employees of the different public service companies within the state.

On account of the time devoted to other duties, less cars and engines were inspected than during the previous year. It will be noted that a greater percentage of defects was found than usual. This condition has grown during the past six months and is due to less arbitrary action by both the state and federal commissions on account of the war, to the end that there might be no unnecessary delay to cars or material needed at this time.

While track conditions within the state are generally good at this time, there has not been the usual amount of maintenance work done during the last year. This seems to have been caused by the difficulty of getting common labor at this time as other lines of work are paying so much higher wages.

Of the many accidents during the last year, none have been caused by defective equipment nor bad track conditions, but your inspectors are apprehensive for the future and fear that the past good record of this state on these lines cannot be maintained in view of the growing tendency to subordinate the safety precautions to other conditions.

In view of the fact that some correspondence has passed between the Commission and some of the railroad companies regarding the effectiveness of the automatic block system, your inspectors submit that of the two serious accidents during the past year which occurred in block-signal territory, being rear-end collisions on the Northern Pacific Railway near Marshall Junction and near Kanasket, in neither case did the block signals in any way contribute to these accidents, both being caused by man failure in not observing the signals and man failure is liable to occur under any system. The railroad companies being required by law to report only accidents with fatal consequences, the Commission has no way of knowing the number of accidents prevented by the block system. Several of these cases have come to the notice of the inspectors.

It is desired to call the attention of the Commission to the ever-increasing number of automobile accidents at grade crossings and also to the number of pedestrians and automobiles struck at street intersections by street cars, and respectfully recommend that the Commission promulgate a rule forbidding street cars moving on double tracks to meet or pass at street intersections.

The details of the accident investigations conducted by the inspectors are not covered herein as the records are in the hands of the Commission and will be found elsewhere in the report.

**LIST OF VIOLATIONS OF ELECTRICAL CONSTRUCTION RULES
DETECTED**

<i>Rule No.</i>	<i>Violations</i>
1	7
2	3
8	4
9	5
10	4
11	7
12	4
36	12
Total.....	<u>46</u>

The small number of violations is somewhat due to the inspectors being informed as to where new work was contemplated or being done, and in this way gave instructions as to the interpretations and requirements before any violation was committed. Considerable extension work is at a standstill for lack of line material at the present time.

Number of cars inspected, 12,307. Defects noted as follows:

Couplers out of contour.....	0
Knuckle pins broken.....	27
Lock block broken, coupler inoperative.....	59
Uncoupling levers missing.....	3
Uncoupling chains kinked.....	8
Uncoupling chains broken.....	11
Couplers low	5
Couplers high	2
Ladders missing	4
End hand holds bent.....	14
Sill steps bent.....	10
Sill steps not sufficient clearance.....	4
Grab irons missing.....	12
Grab irons bent.....	175
Hand brakes inoperative.....	12
Air brakes cut out.....	18
Air brakes not operating.....	29
Release rods missing.....	16
Angle cock handles broken.....	9
Train pipes loose.....	6
Running board defective.....	5
Sharp flanges	0
Old air	21
Total.....	<u>460</u>

ENGINE DEFECTS NOTED

Sharp flanges, driver.....	2
Sharp flanges, engine trucks.....	0
Sharp flanges, tank.....	1
Coupler low	3
Driving brake inoperative.....	0
Excessive piston travel.....	3
Broken frame on tank truck.....	0
Leaky piston rod packing.....	52
Leaky valve stem packing.....	23
Hand rail missing.....	0
Hand rails improperly located.....	0
Total.....	<u>84</u>

INSPECTED		
	1916	1917
Cars	15,405	12,307
Engines	1,763	1,302
Total defects	473	544
Switch blocks missing.....	51	309

Respectfully submitted,

J. T. REARDON, *Chief Inspector.*

T. S. MCEACHBAN, *Assistant.*

DISPOSITION OF CASES INVOLVING ACCIDENTS OR WRECKS ON RAILWAYS OR OTHER PUBLIC UTILITIES.

FORMAL INVESTIGATIONS.

Investigations were conducted by the Commission or by the inspector of tracks and safety appliances in the following cases where fatal accidents occurred in or about public utilities and orders based on such investigations were entered:

No. of Case	Date of Accident	Name of Utility	Place At or Near	Victim
1977	Aug. 20, 1915	N. P. Ry.....	Barneston.....	Angile Zanni, employe.
	Do.....	do.....	do.....	John Pinnell, employe.
4058	Jan. 25, 1916	O., M. & St. P. Ry...	Servia.....	G. W. Rait, employe.
4055	Jan. 28, 1916	S., P. A. & W. Ry....	Port Angeles....	John Harding, employe.
4072	Mch. 14, 1916	P. S. L. & P. Co.....	Bellingham.....	O. L. Weldemeler, employe.
4099	Apr. 1, 1916	N. P. Ry.....	Puyallup.....	O. E. Farmer, employe.
4193	June 30, 1916	S. & I. E. Ry.....	Liberty Lake...	O. D. French, employe.
4194	July 16, 1916	T. R. & P. Co.....	Tacoma.....	Martin Bergland, at crossing.
4198	July 29, 1916	G. N. Ry.....	Delta.....	T. Yamamoto, employe.
4204	Aug. 16, 1916	O., M. & St. P. Ry...	Marengo.....	O. D. Simpson, trespasser.
4221	Sept. 13, 1916	G. N. Ry.....	Everett.....	Vernon Cole, at crossing.
4241	Oct. 18, 1916	N. P. Ry.....	Pasco.....	Carl Robinson, employe.
4242	Oct. 18, 1916	City of Seattle.....	Seattle.....	W. R. Thomas, employe.
4243	Oct. 21, 1916	G. N. Ry.....	Appledale.....	George Howsos, employe.
4249	Nov. 1, 1916	N. P. Ry.....	OleElum.....	J. Younger, trespasser.
4251	Nov. 3, 1916	S. I. E. Ry.....	Palouse.....	John Ross, employe.
4252	Nov. 5, 1916	N. P. Ry.....	Centralia.....	John Mulford, employe.
4253	Nov. 1, 1916	N. P. Ry.....	North Yakima..	Wm. Carlson, trespasser.
4254	Oct. 26, 1916	N. P. Ry.....	Spokane.....	George Hanery, employe.
4255	Nov. 11, 1916	N. P. Ry.....	Black River.....	Unknown man, trespasser.
4257	Nov. 13, 1916	N. P. Ry.....	Wilkeson.....	Victor Poplovich, trespasser.
4259	Nov. 21, 1916	P. S. T. L. & P. Co..	Seattle.....	Eddy Bracken, at crossing.
4264	Nov. 24, 1916	N. P. Ry.....	Dieringer.....	Unknown trespasser.
4265	Nov. 26, 1916	P. S. T. L. & P. Co..	Seattle.....	H. L. Brennan, employe.
4266	Nov. 25, 1916	G. N. Ry.....	Hillyard.....	O. F. Cottan, employe.
4267	Nov. 28, 1916	O. W. R. & N.....	Black River.....	S. Yuki, employe.
4268	Oct. 17, 1916	S. P. S.....	Farrington.....	J. R. Newson, employe.
4269	Nov. 29, 1916	G. N. Ry.....	Tye.....	F. Swan, trespasser.
4270	Dec. 2, 1916	N. P. Ry.....	Byron.....	Donald Hill, trespasser.
4272	Dec. 7, 1916	N. P. Ry.....	Bellingham.....	Thadeus Bamber, at crossing.
4276	Dec. 5, 1916	N. P. Ry.....	Bristol.....	Wm. Sachee, trespasser.
4278	Nov. 29, 1916	Y. V. T. Co.....	North Yakima..	Wm. John, at crossing.
4279	Dec. 13, 1916	N. P. Ry.....	Marshall.....	Louis Olson, employe.
4280	Dec. 14, 1916	G. N. Ry.....	Olequa.....	Unknown, trespasser.
4282	Nov. 26, 1916	N. P. Ry.....	Arlington.....	Mrs. Fred J. Duskin and children, at crossing.
4283	Nov. 11, 1916	P. S. E. Ry.....	Black River.....	O. J. Achers, passenger.
4284	Sept. 25, 1916	G. N. Ry.....	Hillyard.....	Ralph Mamo, employe.
4285	Dec. 19, 1916	N. P. and O. M. & St. P.	Seattle.....	Thos. V. Madden, employe.
4286	Dec. 17, 1916	N. P. Ry.....	Argo.....	Peter Guerio, at crossing.
4287	Dec. 19, 1916	N. P. Ry.....	Pasco.....	Geo. Williams, employe.
4288	Dec. 17, 1916	N. P. Ry.....	Copalis.....	J. H. Heasley and L. F. Rape, employes.
4293	Dec. 21, 1916	P. S. T. L. & P. Co..	Seattle.....	J. Lutz, in auto.
4295	Jan. 1, 1917	G. N. Ry.....	Wilson Creek...	Edw. Anderson and Frank Levine, employes.
4296	Jan. 8, 1917	S. Pt. A. & W. Ry...	Majestic.....	Mr. Clyde, employe.
4297	Jan. 12, 1917	PeEll & Col. River...	PeEll.....	Geve Gains, trespasser.
4909	Jan. 19, 1917	N. P. Ry.....	Hartford.....	Joe Virgills, employe.

4310	Jan. 27, 1917	B. & N. Ry.	Denning	Alvin Bender, employe.
4312	Jan. 30, 1917	G. N. Ry.	Everett	Wm. Postlewait, trespasser.
4314	Feb. 1, 1917	G. N. Ry.	Hillyard	H. Migate, employe.
4317	Feb. 6, 1917	N. P. and G. N. Ry.	Seattle	J. E. Remington, employe.
4318	Feb. 6, 1917	P. S. T. L. & P. Co.	Seattle	Alfred Bowles, on street.
4322	Feb. 7, 1917	N. P. Ry.	Kelso	Mrs. Sadie Lewis, trespasser.
4323	Jan. 19, 1917	N. P. Ry.	Nisqually	John Aistrantis, employe.
4326	Feb. 11, 1917	T. R. & P. Co.	Tacoma	O. H. Cox, at crossing.
4330	Nov. 21, 1916	N. P. Ry.	Baker	J. E. Ball, employe.
4331	Feb. 15, 1917	S. & R. V.	Seattle	L. O. Young, at crossing.
4333	Feb. 17, 1917	G. N. Ry.	Highland	F. W. Stiles, employe.
4336	Feb. 21, 1917	O. W. R. & N.	Vader	Charles Stefane, trespasser.
4338	Feb. 26, 1917	O. W. R. & N.	Martin's Bluff	W. H. Norris, employe.
4339	Mar. 13, 1917	O. W. R. & N.	Elberton	Joseph Haun, trespasser.
4344	Mar. 1, 1917	P. N. W. Co.	Beverly Park	Three persons, at crossing.
4346	Mar. 10, 1917	G. N. Ry.	Marysville	H. E. Jones, employe.
4347	Mar. 17, 1917	P. S. E. Ry.	Seattle	Oscar Nelson, at crossing.
4348	Mar. 24, 1917	N. P. Ry.	Kanaskat	G. F. Miles, Alex. McGregor and Robert Clark, passengers.
4373	Apr. 11, 1917	N. P. Ry.	Malone	John A. Stigall, trespasser.
4374	Mar. 27, 1917	N. P. Ry.	South Prairie	Mrs. Christine Strom, trespasser.
4376	Apr. 17, 1917	N. P. Ry.	Auburn	H. E. Miller, employe.
4380	Apr. 29, 1917	G. N. Ry.	Monroe	Bruce W. Baker, employe.
4381	Apr. 30, 1917	S. P. & S. Ry.	Cooks Pitt	Edward B. Pittman, employe.
4382	May 1, 1917	S. P. & S.	Lyle	D. Steinhoff, employe.
4386	May 8, 1917	O. W. R. & N.	Spokane	Wm. Ruhl and Tag Polley, crossing.
4397	May 9, 1917	N. P. Ry.	Kennedy	Frank Thompson, employe.
4398	May 9, 1917	N. P. Ry.	Attalia	Jim Lee, employe.
4411	May 15, 1917	N. P. Ry.	Hogusiam	June Schmidt, trespasser.
4420	June 14, 1917	G. N. Ry.	Mukilton	Unknown man, trespasser.
4423	May 23, 1917	N. P. Ry.	Glade	Collision.
4424	June 16, 1917	P. S. E.	Orilla	Ness Nelson, employe.
4433	June 11, 1917	P. S. E.	Tacoma	Joseph Salasun, at crossing.
4437	June 17, 1917	N. P. Ry.	Aberdeen	Willie Lund, trespasser.
4438	June 24, 1917	N. P. Ry.	Ethopia	Joe Coon and R. P. Coffay, at crossing.
4440	July 8, 1917	T. R. & P. Co.	Tacoma	Wm. B. Reed, bus driver.
4440	July 7, 1917	Gas Company	Tacoma	Merritt Gordon.
4452	July 1, 1917	P. S. T. L. & P. Co.	Seattle	Christian Schutes, at crossing.
4454	July 9, 1917	P. S. T. L. & P. Co.	Seattle	Samuel Levenberg, at crossing.
4459	July 17, 1917	N. P. Ry. Co.	Toppenish	Peter Vagelos, employe.
4460	July 16, 1917	P. S. T. L. & P. Co.	Seattle	Warren Evans, at crossing.
4461	July 16, 1917	N. P. Ry.	North Yakima	P. N. Wilder, trespasser.
4465	July 23, 1917	G. N. Ry.	Wenatchee	Ira Landis, trespasser.
4468	July 17, 1917	W. W. P. Co.	Spokane	Mrs. L. H. Moore, at crossing.
4467	July 25, 1917	P. S. I. R. & R. Co.	Everett	John Hickey, employe.
4469	July 31, 1917	N. P. Ry.	Sumner	J. L. Mead, at crossing.
4472	Aug. 3, 1917	N. P. Ry.	Seattle	H. Lautens, employe.
4474	Aug. 4, 1917	G. N. Ry.	Burlington	Emil Pietila and child, at crossing.
4476	June 28, 1917	W. W. P. Co.	Spokane	Mrs. R. B. Smith, passenger.
4478	Aug. 6, 1917	N. P. Ry. Co.	Wapato	Clyde Johnson, trespasser.
4479	Aug. 5, 1917	G. N. Ry.	Kelso	Wm. Lyons, trespasser.
4482	Aug. 11, 1917	S. Pt. A. & W.	Port Angeles	Leon McCormack, trespasser.
4485	Aug. 13, 1917	N. P. Ry. Co.	Centralia	Arvid Postum, at crossing.
4490	Aug. 27, 1917	T. R. & P.	Tacoma	Wm. Pearson, at crossing.
4495	Aug. 29, 1917	O. W. R. & N.	Pullman	Loren McAllister, at crossing.
4496	Aug. 29, 1917	O. W. R. & N.	Pullman	Loren McAllister et al., at crossing.
4500	Sept. 8, 1917	N. P. Ry.	Aberdeen	Mrs. Albert Crabbe et al., at crossing.
4510	Sept. 21, 1917	T. R. & P.	Tacoma	Edwards (boy), at crossing.
4512	Sept. 24, 1917	S. & I. E.	Flora	Mr. and Mrs. Fred Outhill, at crossing.
4516	Sept. 23, 1917	N. P. Ry. Co.	Hangman	J. M. Fitcher, employe.
4520	Sept. 26, 1917	N. P. Ry. Co.	Tacoma	Mrs. Peterson, trespasser.

No. 4024.

In re Investigation of Collapse of Division Street Bridge at Spokane, Wash.
January 15, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing at Spokane, Washington, on the 9th day of March, 1916, at 9:30 o'clock a. m., before Commissioners A. A. Lewis and F. R. Spinning, the Washington Water Power Company being represented by S. V. Carey, its attorney, and the testimony of Mr. D. L. Huntington, president of the Washington Water Power Company, C. J. Colgan, engineer for the Commission, Mr. Morton McCartney, city engineer of Spokane, and Mr. J. J. McCormick, bridge foreman for the city of Spokane, was heard, and the report of Mr. J. F. Green, bridge engineer, dated June 25, 1914, the joint report of Engineers Hedges, Dean, Cortelyou and Crocker, dated December 19, 1916, and the report on tests made by Professor H. V. Carpenter of Pullman, were offered in evidence.

This bridge was designed by Mr. Hugh L. Cooper and fabricated by the Edgemore Bridge Company of San Francisco, and erected in 1892. The strength of the bridge as designed and the reliability of the bridge company were not subjected to criticism. The engineers seem to be of the common opinion that the bridge members as designed were of sufficient strength to carry safely any load which the bridge was expected to carry, and that the additional weight added through the wood block paving and the water mains did not increase the load to a sufficient extent to impair its safety. Computations were submitted to show that the stresses due to the load at the time of failure were well within the limits which the material in the members should safely withstand.

The theory advanced as most plausibly explaining the failure of the eye-bars in the lower chord in the north panel of the east truss, which was apparently the immediate cause of the failure of the bridge, was that of crystallization, or what might be commonly called a brittle condition of the metal at the point of fracture, but there was a lack of uniformity of opinion of the engineers as to whether this condition had been cumulative or had existed in the material from the time of its erection. Justification of this brittle condition was the clean break of the eyebars with no reduction in the section. That the condition was local in the bars, however, was demonstrated by the results of tests of specimens taken from these bars, the yield point varying from 33,060 to 35,500 pounds, the maximum resistance from 56,350 to 61,340 pounds, and the breaking load from 41,750 to 49,990 pounds per square inch, and the elongation in eight inches averaging from 27 per cent to 32 per cent, while one specimen was bent cold 180 degrees about a diameter of $1\frac{1}{2}$ inches without cracking. There was no method of inspection disclosed which would detect the existence of such a brittle condition in a particular portion of a member such as this eyebar, after its being placed in the structure, other than its removal and testing to destruction.

The testimony discloses that some members of this bridge suffered injury in 1894, through being struck by a railway bridge being carried under it by flood waters, and that it was necessary to replace some members. It is also shown that there was a mark or indentation on one of these eyebars and that a reference was made to a bent bar in this same panel in Mr. Green's report.

That this bent condition was the result of a blow received at the time the railroad bridge was carried under and damaged other members seems very plausible. Furthermore, such a bent member should have been replaced along with other replacements at that time and at least when attention was called thereto in 1914. The Commission is of the opinion that the Washington Water Power Company is not relieved of the responsibility of inspection of a structure over which they operate their cars because of the fact that such structure is owned by the city, and the city should also require that the actual inspection of such structures should be done only by competent engineers.

From a consideration of the testimony and evidence submitted, the Commission finds:

That because of the fact that the (immediate and contributory) causes of the bridge failure are so indeterminate, it is impossible for the Commission to fix the responsibility for this accident.

Accident cases in which final order of the Commission has not been entered follow:

No. 4303. Deaths of Conductor O. W. Williams and Brakemen Capman and Kelly on Northern Pacific Railway at Marshall, January 17, 1917.

No. 4327. Injury to four passengers on Tacoma Railway & Power Company's railway at Tacoma, February 8, 1917.

No. 4334. Death of Engineer Charles Dean and injury to other employees on Great Northern Railway at Tye, February 19, 1917.

No. 4343. Injury to C. N. Syre and R. C. Drath on Tacoma Railway & Power Company's railway at Tacoma, February 24, 1917.

No. 4425. Death of Switchman J. E. Noble on Northern Pacific Railway at Spokane, June 16, 1917.

No. 4436. Death of Harvey Pownall on line of Pacific Northwest Traction Company, July 2, 1917.

No. 4484. Death of Brakeman Chas. Johnson on Peninsular Railroad near Shelton, August 13, 1917.

No. 4491. Death of Engineer William B. Derust on Great Northern Railway near Trinidad, August 26, 1917.

No. 4494. Death of Sam Exworthy, bridge carpenter on Northern Pacific Railway, near Centralia, August 30, 1917.

No. 4499. Death of John Logan on crossing of Northern Pacific Railway near Menlo, September 5, 1917.

No. 4506. Death of R. J. Patton on Northern Pacific Railway near Aberdeen, September 13, 1917.

No. 4511. Accident on Pacific Traction Company's line near Fleet station, September 21, 1917.

No. 4513. Death of Alfred Peterson on Northern Pacific Railway at Seattle, September 21, 1917.

No. 4521. Death of three persons on crossing of Puget Sound Electric Railway at Pacific City, September 30, 1917.

No. 4533. Death of Brakeman C. F. Smith on Great Northern Railway at South Bellingham, October 26, 1917.

No. 4536. Death of unknown man on Northern Pacific Railway at Kanasket, November 6, 1917.

No. 4537. Death of — Ott, a passenger on Great Northern Railway, at Puyallup river bridge, November 10, 1917.

No. 4538. Death of Harry Bristow, laborer, on Northern Pacific Railway at Spokane, November 8, 1917.

No. 4548. Death of Rufs Baxter on Northern Pacific Railway at Cle Elum, November 26, 1917.

CASES AFFECTING CROSSINGS.

Orders consenting to establishment of grade crossings were entered in the following cases:

No.	CASE	County	Sec.	Twp.	Range
1732	P. S. & W. H. Ry. vs. Meskill & Col. Riv.....	Lewis.....	4	13	4 W.
1733	P. S. & W. H. Ry. vs. N. P. Ry. Co.....	Lewis.....	8	14	2 W.
1734	P. S. & W. H. Ry. vs. N. P. Ry. Co.....	Pacific.....	Raymond		
1735	P. S. & W. H. Ry. vs. Fords Prairie Coal Co.....	Lewis.....	30	15	2 W.
1736	P. S. & W. H. Ry. vs. N. P. Ry. Co.....	Lewis.....	Ohehalis		
1739	P. S. & W. H. Ry. vs. Elk Creek & G. H. Ry.....	Pacific.....	5	13	5 W.
	Do.....	do.....	8	18	5 W.
	Do.....	do.....	10	13	5 W.
1740	P. S. & W. H. Ry. vs. Wisc. Lbr. Co.....	Lewis.....	10	13	3 W.
4015	Douglas County vs. G. N. Ry. Co.....	Douglas.....	23		
4045	Sultan Ry. & T. Co. vs. Snohomish County.....	Snohomish.....	19	28	8 E.
4058	P. S. & O. Ry. vs. G. N. Ry. Co.....	Skagit.....	20	34	4 E.
4075	P. S. & O. Ry. vs. Pac. N. W. T. Co.....	Skagit.....	20	34	4 E.
4079	N. P. Ry. Co. vs. Hoquiam.....	Grays Harbor..	Hoquiam		
4093	G. N. Ry. Co. vs. Skagit County.....	Skagit.....	18	34	4 E.
4095	P. S. & C. Ry. vs. Skagit County.....	Skagit.....	20	34	4 E.
	Do.....	do.....	17	34	4 E.
	Do.....	do.....	11	34	4 E.
	Do.....	do.....	1	34	4 E.
	Do.....	do.....	12	34	4 E.
	Do.....	do.....	1	34	4 E.
	Do.....	do.....	Clear Lake		
	Do.....	do.....	1	34	4 E.
4141	Anderson Middleton T. Co. vs. Grays Harbor County..	Grays Harbor..	23	16	8 W.
4147	Sultan Ry. & T. Co. vs. Snohomish County.....	Snohomish.....	9	32	7 E.
	Do.....	do.....	9	32	7 E.
4256	Pierce County vs. O. M. & St. P. and O.-W. R. & N....	Pierce.....	1	20	4 E.
4271	Clarke County vs. N. P. Ry.....	Clarke.....	28	3	2 E.
4275	N. P. Ry. Co. vs. Hoquiam.....	Grays Harbor..	Hoquiam		
4281	N. & M. Lbr. Co. vs. Thurston County.....	Thurston.....	20	15	3 W.
4298	Union Lbr. Co. vs. Thurston County.....	Thurston.....	14	18	1 W.
4299	Union Lbr. Co. vs. Thurston County.....	Thurston.....	14	18	1 W.
4300	N. P. Ry. Co. vs. Arlington.....	Snohomish.....	2	31	5 E.
4301	Grays Harbor County vs. Vance Lbr. Co.....	Grays Harbor..	9	17	5 W.
4305	Wallace Lbr. & Mfg. Co. vs. Snohomish County.....	Snohomish.....	5	27	8 E.
4315	Chelan County vs. G. N. Ry. Co.....	Chelan.....	19	23	20 E.
4321	Chelan County vs. G. N. Ry. Co.....	Chelan.....	26	24	18 E.
4336	Fir Tree Lbr. Co. vs. Thurston County.....	Thurston.....	1	16	3 W.
4341	N. P. Ry. Co. vs. Kelso.....	Cowlitz.....	27	8	2 W.
4342	O. M. & St. P. Ry. vs. Grant County.....	Grant.....	11	19	30 E.
	Do.....	do.....	12	19	30 E.
4344	Thurston County vs. N. P. Ry. and O.-W. R. & N....	Thurston.....	17	17	1 W.
4346	N. P. Ry. Co. vs. P. S. E. Ry.....	King.....	19	23	5 E.
4349	Grant County vs. N. P. Ry. Co.....	Grant.....	16	19	29 E.
4358	King County vs. Seattle.....	King.....	6	23	4 E.
4360	Lincoln County vs. G. N. Ry.....	Lincoln.....	6	21	34 E.
4366	Grays Harbor County vs. N. P. Ry.....	Grays Harbor..	10	18	11 W.
4369	Wagner & Wilson Inc. vs. Snohomish County.....	Snohomish.....	21	29	7 E.
	Do.....	do.....	21	29	7 E.
4370	Yakima Valley Trans. Co. vs. Yakima County.....	Yakima.....	21	13	18 E.
4372	Pacific County vs. N. P. Ry.....	Pacific.....	29	14	8 W.
4375	N. P. Ry. Co. vs. Pierce County.....	Pierce.....	36	19	1 E.
	Do.....	do.....	25	19	1 E.
4389	King County vs. N. P. Ry.....	King.....	11	26	4 E.
4392	Thurston County Ry. Co. vs. Thurston County.....	Thurston.....	23	17	3 W.
4393	Thurston County Ry. Co. vs. Thurston County.....	Thurston.....	23	17	3 W.
4394	Thurston County Ry. Co. vs. Thurston County.....	Thurston.....	23	17	3 W.
4400	N. P. Ry. vs. Skagit County.....	Skagit.....	24	36	4 E.
4402	Stimson Mill Co. vs. Grays Harbor County.....	Grays Harbor..	3	18	5 W.
4405	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	28	14	17 E.
4406	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	3	13	17 E.
4407	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	28	14	17 E.
4408	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	28	14	17 E.
4409	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	28	14	17 E.
4415	King County vs. N. P. Ry. Co.....	King.....	7	26	5 E.
4416	King County vs. N. P. Ry. Co.....	King.....	14	21	7 E.
4417	King County vs. N. P. Ry. Co.....	King.....	15	21	7 E.

[illegible]

CASES AFFECTING CROSSINGS—CONTINUED.

[illegible]

Other orders affecting crossings were entered by the Commission in the following cases:

No. 4377. Plans for permanent over-crossing by the Northern Pacific Railway of a county road in section 7, township 26, range 5 east, were approved by order of the Commission, April 26, 1917, and a supplemental order issued June 6, 1917.

No. 4413. Northern Pacific Railway Company v. Yakima County. Order entered June 6, 1917, by which grade crossing is avoided, portion of county road is abandoned, road deflected and under-crossing permitted.

No. 1771.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON, *Complainant*, v. OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY AND BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, *Respondent*.

Order eliminating grade crossing, providing for relocation of highway and construction of under-crossing.

May 11, 1917, the Commission entered the following

FINDINGS AND ORDER.

This cause came on for hearing before the Public Service Commission of Washington at Spokane, Washington, on the 10th day of April, 1917, Commissioner A. A. Lewis being present. The Commission was represented by Hance H. Cleland, Assistant Attorney General; the Oregon-Washington Railroad & Navigation Company was represented by Hamlin & Gilbert, its attorneys; the Chicago, Milwaukee & St. Paul Railway Company by F. M. Barkwill, its attorney; the board of county commissioners of Spokane county, Washington, by C. R. Howard, J. S. Bishop and W. H. McVey, members of the board of county commissioners, and by W. C. Meyers, county attorney, and Allen R. Scott, county engineer; the Price Lumber Company and Opportunity Box Company were represented by Alex Winston, their attorney; the Hutcheson Realty Company by A. E. Gallagher, its attorney; Frank McClintock, L. L. Tiner, Edison Worthington and C. E. Worthington, trustee, by C. E. Worthington; John Madden by John Honefinger, attorney; Opportunity Commercial Club by Edward Pierce; J. Trethrake, C. L. Brand, F. M. Rogers, Samuel Fish, present personally; Nellie Mizner, D. Reid, Mary Macarto, Mrs. Burdett, W. H. Holes, John Jamar, S. W. Wabright, Fred Gagliardi, Albert Hinton, W. E. Dishman, H. E. Dishman, Rebecca Hutcheson, Clara M. Hutcheson, Clara J. Hutcheson, Mrs. Nellie Savage and Joseph Wright by R. A. Hutchinson. Witnesses were sworn and examined and hearing concluded in so far as this proceeding affects the persons represented at said hearing or served with notice thereof. The Commission having considered the evidence and being fully advised in the premises makes the following

FINDINGS OF FACT.

I.

At the time the complaint in this proceeding was filed Messrs. Allen R. Scott, J. S. Bishop and Charles James were the duly elected, qualified and acting members of the board of county commissioners of Spokane county, Washington; at the time of the hearing held at Spokane, Washington, April 10, 1917, Messrs. C. R. Howard, J. S. Bishop and W. H. McVey constituted and appeared for said board.

II.

That the highway known as Apple Way is a county road and extends from the city of Spokane, Washington, easterly to the boundary line between the states of Washington and Idaho, forms a part of the National highway and

together with the extension thereof, which runs easterly from said boundary line, forms a trunk highway from Spokane easterly through the Spokane valley, connecting with many branch highways in Washington and Idaho. The Spokane valley is exceptionally well populated. This highway is the principal route for highway traffic between Spokane and the many communities located in the Spokane valley, as well as the various lake resorts tributary to Spokane valley in Washington and Idaho. The daily team and auto traffic on Apple Way approximates 500 vehicles on week days and 1,000 vehicles on Sundays and holidays. Such traffic will undoubtedly increase materially in the near future by reason of continuous development of communities served thereby and the improvements of said highway about to be made by the county of Spokane. During the past year the county of Spokane paved Apple Way from the easterly limits of said city of Spokane for a distance of two and three-quarters miles towards Dishman, which improvement extended to a point about one mile west of the crossing hereinafter mentioned. The county also surfaced and oiled the highway from the east end of the paved portion thereof to Spokane bridge, located at or near the line between Washington and Idaho. The county is prepared to extend the paving easterly for a distance of six miles during the coming summer and is ready to let the contract for such improvement as soon as the questions involved in this proceeding are determined.

III.

The Oregon-Washington Railroad & Navigation Company, hereinafter referred to as the "Oregon Company," is a corporation owning, controlling, operating and managing a railway for the public use in the conveyance of persons and property for hire, which railway intersects and crosses said Apple Way at grade at the point where said railway intersects the line between sections 18 and 19, township 25 north, range 44 east W. M., in Spokane county, Washington. At the point where said railway crosses said highway the Oregon Company maintains two main tracks over which tracks the Chicago, Milwaukee & St. Paul Railway Company, hereinafter referred to as the "Milwaukee Company," and the Oregon Company operate sixteen regular passenger trains and six regular freight trains daily. In addition to the regular trains mentioned there are approximately five or six extra trains per week which cross said highway at said point. The Milwaukee Company's westbound trains make service stops before crossing said highway at a point a short distance easterly from the crossing where the lines of the two companies named connect. Some of the Oregon Company's trains stop at the depot at Dishman, which is located near said crossing. The running speed allowed trains by the Oregon Company time card is twenty miles per hour at the crossing.

IV.

Approaching the crossing from the east, travelers on Apple Way are prevented from securing unobstructed views of said railway tracks to the right of the crossing by the following described buildings located on the north side of Apple Way, on or very near the property line, to wit:

A one-story frame building occupied by a barber shop which building is 24.5 feet east and west by 40.4 feet north and south, the south line of said building being 27.7 feet north of the center line of Apple Way and the west line of said building being about 435 feet east of the center line of said double track grade crossing.

A two-story concrete store building 35 feet east and west by 70.1 feet north and south, the south line of said building being 38 feet north of the center line of Apple Way and the west line thereof being 312 feet east of the center line of said grade crossing.

A one-story blacksmith shop 24.4 feet east and west by 32.4 feet north and south, the south line thereof being 34.5 feet north of the center line of Apple Way and the west line of said building being about 187 feet east of the center line of said crossing.

A two-story concrete block occupied by the Humane Stock Remedy Company, which building has a width of 50 feet east and west, the east wall thereof being 74.3 feet in length and the west wall thereof being 68.3 feet in length; the southeast corner of said building being 31.5 feet north of the center line of Apple Way; the southwest corner being 37.5 feet north of the center line of Apple Way and the west line of said building being approximately 25 feet east of the center line of said crossing.

V.

Approaching said crossing from the east travelers on said Apple Way are prevented from securing unobstructed views to the left along said railway lines by the following described buildings, located on the south side of Apple Way and on or very near the south line of said highway, to wit:

A lumber shed 20 feet in width east and west and 146.6 feet in length north and south, the north line of said building being 30 feet south of the center line of Apple Way and the west line of said building being 447 feet east of the center line of said crossing.

A one-and-one-half story frame building occupied by the Idaho Pine Lumber Company, having a length of 77 feet east and west and a width of 36 feet north and south with an ell projection from the south side of said building, which ell has a length of 48.6 feet east and west and a width of 18 feet north and south, the north line of said building being 30 feet south of the center line of Apple Way and the west line of said building being 292 feet east of the center line of said grade crossing.

A one-story frame building used as an office by said lumber company, such building having a length of 26.2 feet east and west and a width of 14.4 feet north and south, the north line of said building being 31.6 feet south of the center line of Apple Way and the west line of said building being 240 feet east of the center line of said grade crossing.

VI.

Approaching said grade crossing from the west, travelers on said highway are prevented from securing an unobstructed view to the right along said railway tracks by the following described buildings, to wit:

A one-story frame building occupied by Olof Opsjon, such building being 24.3 feet in width east and west and 50.4 feet in length north and south, the north line of said building being 38.7 feet south of the center line of Apple Way and the east line of said building being 443 feet west of the center line of said grade crossing.

A one-story shack, having a width of 12.2 feet east and west and a length of 14.3 feet north and south, the north line of said building being 43.3 feet south of the center line of Apple Way and the east line of said building being 334 feet west of the center line of said grade crossing.

A two-story frame building occupied by the Dishman store, such building having a width of 24.1 feet east and west and a length of 42.3 feet north and south, the north line of said building being 51.6 feet south of the center line of Apple Way. Connecting with said building and located on the east side thereof is a one-story frame building used as a warehouse in connection with said Dishman store, which one-story frame building has a width of 22.4 feet east and west and a length of 42.3 feet north and south, the north line thereof being 51.6 feet south of the center line of Apple Way, and the east line thereof being 244 feet west of the center line of said grade crossing.

VII.

Approaching said grade crossing from the west, travelers on Apple Way are prevented from securing an unobstructed view to the left along said railway tracks by the following described buildings, to wit:

A blacksmith shop having a width of 24.3 feet east and west and a length of 50.3 feet north and south, the south line thereof being 33.2 feet north of the center line of Apple Way and the east line thereof being 410 feet west of the center line of said crossing.

An oil station of the Shell Oil Company, such building having a width of 10.3 feet east and west and a length of 8.3 feet north and south, the south line of said building being 36.6 feet north of the center line of Apple Way and the east line of said building being 265 feet west of the center line of said grade crossing.

One Victor platform scale having a length of 16 feet east and west and a width of 12 feet north and south, the south line of said structure being 32.2 feet north of the center line of Apple Way and the east line thereof being 230 feet west of the center line of said grade crossing.

VIII.

Approaching said grade crossing from the east, travelers on Apple Way are prevented from securing a reasonably safe view to the left along said railway lines for the reason that Apple Way crosses said railway lines on an angle of approximately 21.5 degrees and in addition to the obstructions hereinbefore described such travelers can secure views to the left along said railway lines only by turning and looking back along said railway lines at an angle of about 25 degrees with their direction of travel. Travelers approaching said grade crossing from the west on Apple Way are prevented from securing reasonably safe views to the left along said railway lines by reason of the sharp angles at which said railway lines cross Apple Way and curves in said railway lines which require such travelers to look back at an angle of about 21.5 degrees from their line of travel, in order to observe whether or not trains are approaching said crossing from the west. The physical obstructions hereinbefore described, the sharp angle at which said railway lines cross Apple Way, the curvature in said railway lines at and in the vicinity of the crossing, the large number of trains operated over said railways, the extremely heavy traffic on said highway and other conditions affecting said grade crossing render said grade crossing extraordinarily dangerous and by reason thereof the public safety requires alterations in the method and manner of such crossing and its approaches.

IX.

At a point on the center line of Apple Way, approximately 320 feet east of the center line of said double track grade crossing, the grade of Apple Way as now maintained is on the same level as the grade of said highway is at a point

on the center line thereof, approximately 285 feet west of the center line of said double track grade crossing. The elevation of the surface of said highway at said grade crossing is approximately 4 feet higher than the elevation of the center line of said highway at said points 320 feet east and 285 feet west of the center line of said grade crossing. The formation of the earth at and in the vicinity of said grade crossing consists of loose gravel extending from the surface to a considerable distance below the level necessary for the surface of an under crossing of said railway lines by said highway. That it is practicable to construct and maintain an under crossing of said railway lines by said highway on the present location of said highway, with approaches having 5 per cent grades, by depressing said highway to a sufficient depth below the level of said railway lines to provide suitable and sufficient vertical clearance for traffic on said highway and to permit the construction and maintenance of suitable structure for carrying said railway lines on their present level over said highway at said point. The the public safety requires the construction and maintenance of such under crossing, which alterations in the method and manner of such crossing is advisable and necessary.

X.

That the amount and character of the travel on said railways and on said highway, the grade and alignment of said railways and said highway, the cost of separating grades, the topography of the country, and all other circumstances and conditions naturally involved in this inquiry, are such that separation of the grades of said railways and highway is practicable, advisable and necessary and such grades should be separated at this time for the further reason that with the permanent improvement of said highway about to be made, the continued development of said community known as Dishman will, unless such grades are now separated, result in the erection of substantial buildings and permanent improvements in the immediate vicinity of said crossing on the present grade of said highway at and in the vicinity of said crossing which will very materially increase the property damage which would result from grade separation in the future and greatly increase the expense of acquiring right-of-way and rearranging streets and highways in the vicinity of said crossing for the purpose of accommodating the traveling public and providing access to property affected by such grade separation.

WHEREFORE, IT IS ORDERED, That said grade crossing be changed to an under crossing of said railway lines by said highway on the present location of said highway by depressing said highway so as to provide a suitable and sufficient vertical clearance under said railway lines for highway traffic and to permit the construction and maintenance of a suitable structure for carrying said railway lines over said highway at the point where said highway is intersected by said railway lines.

That plans and specifications of such under crossing and an estimate of the expense thereof be submitted to the commission for its approval before the commencement of work thereon. In case such work is to be done by contract the proposals of the contractor shall be submitted to the commission before any contract is entered into. A further hearing in this proceeding will be held at Spokane, Washington, May 11, 1917, for the purpose of giving interested property owners who were not notified of the hearing held on April 10, 1917, an opportunity of being heard, after which hearing a supplemental order will be

made determining what changes are advisable or necessary in highways connected with Apple Way in the vicinity of said crossing and determining what private lands, property, or property rights it is necessary to take, damage or injuriously affect in separating grades of said railway lines and said highway and making such changes in highways connected with Apple Way in the vicinity of said crossing as may be found advisable or necessary.

Pending new cases also affecting crossings are as follows:

No. 4391. Town of Ferndale v. Great Northern Railway Company. To establish grade crossing and apportion cost. Hearing held August 1, 1917.

No. 4399. Town of Ferndale v. Great Northern Railway Company. To establish undercrossing and apportion cost. Hearing held August 1, 1917.

No. 4412. Town of Oroville v. Great Northern Railway Company. Relocation of grade crossing.

No. 4418. King County v. Great Northern Railway Company and Chicago, Milwaukee & St. Paul Railway Company. Overcrossing 1700 feet south of line between sections 12 and 13, township 26, range 6 east. Hearing held October 23, 1917.

No. 4447. The Public Service Commission of Washington v. Northern Pacific Railway Company, Yakima County and Town of Grandview. To eliminate grade crossing.

No. 4492. City of Olympia v. Northern Pacific Railway Company, Olympia Light & Power Company and State Highway Board. Overhead crossing and to apportion cost.

No. 4534. Walla Walla County v. Oregon-Washington Railroad & Navigation Company. To eliminate grade crossing in section 4, township 9 north, range 37 east.

Grade crossing petitions have been filed in the following cases in which the Commission has made no final order:

No. 4291. Lewis County v. Oregon-Washington Railroad & Navigation Company. Lewis county. Section 5, township 14 north, range 5 east.

No. 4337. Spokane County v. Oregon-Washington Railroad & Navigation Company. Spokane county. Section 4, township 24 north, range 44 east.

No. 4489. King County v. Chicago-Milwaukee & St. Paul Railway Company and Puget Sound Electric Company. King county. Section 25, township 22 north, range 4 east.

No. 4517. Walla Walla County v. Oregon-Washington Railway & Navigation Company. Walla Walla county. Section 33, township 7 north, range 33 east.

No. 4518. Walla Walla County v. Oregon-Washington Railroad & Navigation Company. Walla Walla county. Section 29, township 8 north, range 31 east.

No. 4519. Walla Walla County v. Oregon-Washington Railroad & Navigation Company. Walla Walla county. Section 32, township 7 north, range 33 east.

No. 4523. King County v. Pacific Northwest Traction Company. King county. Sections 30 and 31, township 26 north, range 4 east.

No. 4530. Yakima Valley Transportation Company v. Yakima County. Yakima county. Section 26, township 13 north, range 17 east; section 26, township 13 north, range 17 east; section 29, township 13 north, range 17 east; section 27, township 13 north, range 18 east; sections 25 and 26, township 13 north, range 18 east.

No. 4544. Franklin County v. Northern Pacific Railway Company. Franklin county. Section 11, township 11 north, range 30 east.

No. 4545. Northern Pacific Railway Company v. City of Toppenish. In Toppenish.

No. 4547. Northern Pacific Railway Company v. City of Pe Ell. In Pe Ell.

REPORT OF GRAIN INSPECTION DEPARTMENT.

TACOMA, WASH., November 23, 1917.

The Public Service Commission of Washington, Olympia, Washington.

GENTLEMEN: I hand you herewith my report for the year ending June 30, 1917, covering receipts and shipments of the various warehouses in the state by stations and by counties. Also I enclose statement showing the tons of grain and hay inspected at the various inspection points. A financial statement follows the above tables. The latter two covering from July 1, 1916, to October 31, 1917.

Our adoption of the federal system of grading grain, with its nomenclature changing the designations of all varieties, excepting White Club wheat, together with the many other changes, and especially the one making a varied test weight for the different varieties of wheat, has greatly added to the difficulties of handling the inspection of wheat. This necessitates employing the most competent men we can find for sampling and grading. In this we have found considerable difficulty owing to the fact that quite a number of our competent men left the department for positions that were more remunerative than this department was able to make the position of sampler and weigher. A sampler must be skilled in his work in order to get correct samples of grain for the grading room. This requires not only men of intelligence, but men with years of experience.

The exactions of the federal government through the Food Administration Grain Corporation, and the reports of the federal government, have more than doubled the amount of work in the inspection office and grading rooms and as no provision was made by the last legislature for an increase in the income of the department, it is very difficult for us to render the service in such manner as we would desire and keep within the bounds of our expenditures. Up to the present time, however, we have been able to render good service with reasonable promptness, owing to the fact that the greater part of the work has been concentrated in a few places. However, as the shipments of grain become less and distribution more scattered, we will find it very difficult to render prompt and adequate service under present conditions. I feel greatly indebted to my chief deputies at Spokane, Seattle and Tacoma who, with their office forces, have worked overtime and Sundays without hope of compensation, thus enabling a reasonably prompt service to be given to the trade. Without their untiring energies for long hours this would have been impossible.

In traveling through the state I find that the lack of rainfall in the Inland Empire and the Big Bend country is not propitious for a good crop next year. Not much seeding has been done, probably not more than 20 per cent of the area for next year's crop has been sown. In the eastern parts of Walla Walla, Columbia and Garfield counties, along the foothills of the Blue Mountains, there has been some rain and a fairly good stand of wheat has been obtained. With favorable weather conditions I look for an increased acreage in spring seeding, which may give an enormous yield of spring wheat the coming season.

Respectfully yours,

P. J. SWEENEY,
Chief Grain Inspector.

TABLE 1.

REPORTS OF PUBLIC WAREHOUSES FOR YEAR ENDING JUNE 30, 1917.

ADAMS COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Batum	89,462	.....	.....	.....	.....	.....
Benge	87,050	1,620	8,000	707	.....	2,000
Bruce	143,883	.....	.....	917	.....	.....
Cunningham	505,988	170	.....	1,456	.....	.....
Hatton	836,464	.....	.....	254	.....	.....
Keystone	195,134	1,750	1,584	.....	.....	680
Lind	458,212	.....	.....	3,009	.....	.....
Lauer	120,066	.....	.....	8,157	.....	.....
Moody	98,313	.....	.....	1,626	.....	.....
Marcellus	191,000	.....	.....	.....	.....	.....
Othello	86,907	.....	.....	.....	.....	.....
Paha	138,319	.....	.....	1,435	.....	.....
Packard	220,889	.....	.....	663	.....	.....
Pier	52,740	.....	.....	.....	.....	.....
Pizarro	231,982	.....	.....	.....	.....	.....
Ralston	231,453	.....	.....	342	.....	.....
Ritzville	628,432	407	98	21,555	.....	.....
Roxboro	87,378	.....	.....	.....	.....	.....
Shaffer	27,018	.....	.....	.....	.....	.....
Schoonover	145,772	.....	.....	.....	.....	.....
Schragg	107,045	.....	.....	.....	.....	236
Tokio	190,537	.....	.....	.....	.....	.....
Vassar	178,679	.....	.....	.....	.....	.....
Washtucna	585,881	.....	320	2,260	.....	.....
Waukee	11,298	.....	.....	574	.....	.....
Totals.....	5,044,802	3,947	10,002	43,281	.....	2,680

ASOTIN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Asotin	440,046	.....	44,491	36,250	.....	.....
Silcott	91,922	.....	25,786	311	.....	283
Totals.....	531,968	.....	70,277	36,561	.....	283

BENTON COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Badger	33,091	.....	.....	1,917	.....	.....
Biggam	15,567	.....	.....	.....	.....	.....
Kennewick .....	.....	.....	.....	.....	.....	.....
Kiona	46,620	.....	.....	1,325	.....	.....
Patterson	21,593	.....	.....	225	.....	.....
Prosser	122,513	.....	200	11,423	.....	.....
Totals.....	239,384	.....	200	14,890	.....	.....

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

CHELAN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Wenatchee	218,987	4,205	2,692	38,037	2,222	2,128

COLUMBIA COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Alto	164,650	13,419	.....	.....	.....	.....
Dayton	319,204	11,331	296,479	28,124	.....	.....
Huntsville	145,899	448	67,302	.....	.....	893
Longs	114,588	250	35,824	.....	.....	.....
Menoken	151,635	.....	5,877	.....	.....	.....
Relief	56,450	.....	11,317	.....	.....	.....
Newbill	25,743	.....	29,181	.....	.....	.....
Starbuck	184,406	.....	3,893	.....	.....	.....
Turner	129,086	.....	310,940	.....	.....	.....
Whetstone	87,360	.....	128,590	.....	.....	.....
Totals.....	1,379,021	25,448	889,403	28,124	.....	893

DOUGLAS COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Altown	171,858	9,519	3,182	2,706	538	277
Appledale	31,570	83	400	466	.....	400
Bridgeport	128,607	1,210	579	2,108	.....	.....
Columbia River	5,100	.....	580	.....	.....	.....
Douglas	252,673	7,701	1,696	1,773	440	.....
Poster Creek	31,223	.....	.....	.....	.....	.....
Sellers Landing	11,008	.....	.....	11,008	.....	.....
Gordon	7,123	.....	.....	.....	.....	.....
North Bridgeport	9,428	131	.....	.....	.....	.....
Mansfield	1,408,974	26,554	20,745	5,643	379	125
McCues	57,775	332	610	.....	.....	.....
Rock Island	27,839	.....	.....	.....	.....	.....
Supplee	218,253	2,406	520	1,344	920	520
Toubey	66,471	263	.....	337	.....	.....
Waterville	337,620	7,301	1,462	3,200	477	10
Withrow	712,844	11,764	7,958	19,599	1,252	1,846
Totals.....	3,473,366	67,264	37,732	48,184	4,006	3,179

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

FRANKLIN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Burr Canyon	67,864	.....	.....	3,619	.....	.....
Connell	134,753	1,816	.....	.....	.....	.....
Curry	72,264	.....	.....	.....	.....	.....
Dilling	78,634	.....	.....	165	.....	.....
Eltopia	78,563	.....	.....	1,350	.....	.....
Emery	64,409	.....	.....	1,650	.....	.....
Estes	50,658	.....	.....	250	.....	.....
Kahlotus	213,757	.....	.....	4,500	.....	.....
Levey	25,935	.....	.....	.....	.....	.....
McAdams	129,086	.....	.....	2,220	.....	.....
Mesa	49,672	.....	.....	3,160	.....	.....
Page	27,290	.....	.....	.....	.....	.....
Snake River	18,899	.....	.....	.....	.....	.....
Snake River Junction.....	31,412	.....	.....	.....	.....	.....
Sulphur	45,239	.....	.....	.....	.....	.....
Ringold .....	.....	.....	.....	.....	.....	.....
Windust	20,124	.....	.....	.....	.....	.....
Totals.....	1,108,059	1,316	.....	16,914	.....	.....

GARFIELD COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Central Ferry	18,273	.....	12,724	1,360	.....	.....
Chard	14,000	.....	3,500	.....	.....	.....
Dodges Siding	62,700	.....	.....	.....	.....	.....
Houser	31,190	.....	22,018	.....	.....	.....
Illa	111,738	.....	41,904	.....	.....	.....
Judkins Landing	201,143	.....	71,660	.....	.....	.....
Wawawai	156,667	.....	144,523	.....	.....	.....
Pomeroy	907,681	.....	600,987	104,875	.....	844
Rice's Bar	50,899	.....	15,276	.....	.....	.....
Zumwalt	55,911	.....	50,287	.....	.....	.....
Totals.....	1,610,202	.....	962,879	106,235	.....	844

GRANT COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Bacon	725,976	19,580	32,235	676	.....	.....
Coulee City	55,911	.....	50,287	.....	.....	.....
Oorfu	659	.....	.....	.....	.....	.....
Ephrata	228,823	.....	2,908	531	.....	.....
Forreys Spur	18,620	.....	2,908	531	.....	.....
Hartline	490,711	1,385	725	5,884	.....	.....
Hanson	247,000	.....	.....	241	.....	.....
Laing Spur	18,521	.....	.....	.....	.....	.....
Krupp	237,223	2,499	82	1,490	.....	.....
Quincy	138,791	208	.....	111	.....	.....
Ruff	215,777	.....	.....	.....	.....	.....
Sieler	17,306	.....	.....	.....	.....	.....
Trinidad	12,150	.....	.....	.....	.....	.....
Warden	125,883	.....	.....	.....	.....	.....
Wheeler	148,308	123	.....	.....	.....	.....
Wilson Creek	123,850	.....	.....	.....	.....	.....
Totals.....	2,744,598	23,795	35,950	8,533	.....	.....

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

KITKITAS COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Ellensburg	24,927	5,884	1,886	.....	.....	427
Totals.....	24,927	5,884	1,886	.....	.....	427

Klickitat County.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Alderdale	110,000	.....	.....	.....	.....	.....
Centreville	101,064	1,892	6,073	72	.....	420
Goldendale	185,240	.....	2,610	21	.....	.....
Lyle	14,147	.....	840	.....	.....	.....
Roosevelt	175,260	868	18,196	2,843	.....	200
Sundale	86,827	.....	3,083	951	.....	.....
Towal .....	.....	.....	.....	.....	.....	.....
Wahkiakus .....	.....	.....	.....	.....	.....	.....
Warwick	17,044	.....	.....	.....	.....	.....
Totals.....	639,082	2,760	30,802	3,887	.....	620

LINCOLN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Almira	537,385	.....	5,160	3,000	.....	.....
Bluestem	411,597	5,129	3,527	7,750	575	837
Oanby	90,708	.....	3,750	.....	.....	192
Creston	372,387	11,893	39,437	1,313	512	2,344
Davenport	721,701	1,894	11,910	6,266	76	1,999
Ditmar's Spur	131,714	2,118	5,591	1,649	.....	.....
Downs	135,828	.....	.....	56	.....	.....
Edwall	352,781	3,358	46,871	.....	.....	2,070
Fellows	20,353	.....	1,925	1,350	.....	.....
Gravelles	149,873	2,292	4,057	1,200	586	812
Govan	554,157	1,246	.....	.....	.....	.....
Harrington	864,849	13,360	20,960	26,611	4,027	2,548
Irby	176,751	.....	.....	.....	.....	.....
Lamona	140,285	1,993	1,290	.....	.....	.....
Mohler	394,777	2,899	1,215	978	2,868	.....
Mondovi	273,515	2,923	12,186	.....	23	548
Nemo	30,735	.....	.....	.....	.....	.....
Omans	97,737	2,476	900	.....	.....	.....
Odessa	280,100	.....	.....	943	.....	.....
Reardan	504,713	30,670	31,525	10,285	107	2,961
Rocklyn	199,910	368	610	1,630	157	384
Sprague	438,690	385	6,833	163	.....	112
Waukon	258,656	12,057	55,322	.....	.....	.....
Wilbur	827,112	5,702	7,515	588	263	400
Totals.....	7,960,214	100,727	260,584	63,732	9,194	15,167

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

OKANOGAN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Brewster	15,000	.....	250	500	.....	250
Ohesaw .....	.....	.....	.....	.....	.....	.....
Molson	196,179	185,760	86,139	200	160	.....
Oroville	19,661	4,839	2,196	.....	.....	.....
Riverside	10,050	800	500	20	100	.....
Tonasket	78,382	9,043	1,437	3,216	300	400
Monse	6,674	31	3,086	.....	.....	.....
Pateros	15,988	326	.....	.....	.....	.....
Nespelem	8,561	2,181	2,080	5,779	2,023	625
Totals.....	350,475	202,430	95,688	9,715	2,588	1,275

SPOKANE COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Amber	13,300	554	220	.....	.....	.....
Buckleys	6,368	4,456	.....	.....	.....	.....
Cheney	89,920	37,680	26,824	1,603	320	435
Espanola	157,595	12,494	2,164	.....	.....	.....
Fairfield	227,122	302,337	5,021	.....	.....	.....
Hite	270,896	64,074	9,796	4,127	4,430	2,175
Jefferson	40,751	35,557	304	.....	.....	.....
Latah	180,000	165,000	5,000	.....	500	300
Medical Lake	40,629	5,350	1,435	214	62	132
Mt. Hope	50,000	37,062	.....	.....	.....	.....
Manitou	36,060	13,210	.....	1,400	625	.....
North Pine	66,280	16,674	2,075	.....	5,200	.....
Plaza	217,963	148,773	2,808	.....	38,658	.....
Rockford	100,282	144,214	.....	.....	675	.....
Rodna	101,276	9,207	14,025	2,547	598	.....
Spangle	276,995	147,010	6,974	.....	507	.....
Spring Valley	102,663	68,332	7,619	.....	.....	1,250
Tyler	31,724	2,500	260	.....	.....	.....
Waverly	58,397	51,812	2,190	.....	.....	.....
Totals.....	2,018,222	1,266,296	86,715	9,891	51,575	4,292

WALLA WALLA COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Berryman	110,614	.....	414	.....	.....	.....
Bolles Junction	188,254	.....	12,265	.....	.....	.....
Climax	41,476	.....	.....	.....	.....	.....
Olyde	213,097	59,708	27,735	16,500	.....	.....
Coppel	164,450	10,161	37,310	698	.....	.....
Dixie	66,049	1,527	2,980	.....	.....	.....
Dry Creek	83,439	.....	520	.....	.....	.....
Eastman	44,667	.....	8,600	.....	.....	.....
Elwood	54,084	.....	.....	.....	.....	.....
Ennis	70,668	.....	.....	.....	.....	.....
Eureka	51,688	.....	.....	.....	.....	.....

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.
WALLA WALLA COUNTY—Concluded.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Hadley	126,890	.....	3,385	.....	.....	.....
Harberts	36,677	.....	.....	.....	.....	.....
Lamar	106,226	.....	.....	.....	.....	.....
Lowden	89,289	.....	11,572	.....	.....	.....
Matthews	89,788	.....	.....	.....	.....	.....
Minnick	68,180	18,941	13,337	.....	.....	.....
Moore	88,788	.....	.....	.....	.....	.....
Page	27,601	.....	.....	.....	.....	.....
Pedigo	44,275	.....	.....	.....	.....	.....
Paddock	66,355	.....	.....	.....	.....	.....
Pleasant View	288,698	3,800	1,560	33,000	.....	.....
Prescott	655,541	9,884	60,407	35,691	145	8,087
Reser	30,566	.....	.....	.....	.....	.....
Rifle	9,880	.....	.....	.....	.....	.....
Rulo	171,877	.....	.....	.....	.....	.....
Russell Siding	171,177	.....	3,928	.....	.....	.....
Sapolil	169,920	.....	3,765	.....	.....	.....
Shaw	97,284	.....	1,252	.....	.....	.....
Simmons	44,272	.....	.....	.....	.....	.....
Sudbury	49,505	.....	14,652	.....	.....	.....
Spring Creek	16,550	.....	.....	.....	.....	.....
Thiel	164,581	.....	.....	.....	.....	.....
Touchet	57,502	.....	1,470	.....	.....	.....
Tracy	142,129	2,200	3,910	.....	.....	.....
Valley Grove	148,067	.....	.....	.....	.....	.....
Walla Walla	174,657	.....	49,696	18,203	.....	.....
Walker	46,721	1,810	.....	947	.....	.....
Waitsburg	86,515	.....	.....	.....	.....	.....
Welland	84,275	.....	.....	.....	.....	.....
Whitman	52,464	.....	1,375	.....	.....	.....
Wallula	24,964	.....	.....	.....	.....	.....
Totals.....	4,364,626	102,976	200,133	105,029	145	3,062

WHITMAN COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Albion	132,640	96,644	7,198	.....	5,845	900
Almota	191,457	15,810	42,215	.....	435	.....
Armstrong	33,908	29,800	1,800	.....	1,700	.....
Balder	64,900	66,682	735	50	.....	.....
Belmont	61,170	54,531	3,750	.....	.....	.....
Blackwell	64,186	18,610	.....	1,759	62	.....
Busby	77,058	38,292	7,130	75	.....	.....
Canyon	108,257	.....	.....	400	.....	.....
Cashup	208,775	45,534	.....	51	4,803	.....
Castle Siding	38,199	.....	5,890	.....	.....	.....
Cedar Creek	11,195	26,079	205	.....	.....	.....
Chambers	2,129,311	150,379	43,897	94	10,435	230
Colfax	107,413	53,789	16,887	.....	1,745	.....
Colton	180,938	54,730	83,791	9,494	28,800	1,020
Coman	40,000	4,000	.....	.....	.....	.....
Crabtree	68,515	33,060	.....	160	.....	.....
Diamond	222,385	7,508	18,073	.....	800	200
Donahoe	1,623,870	31,944	3,538	481	1,000	.....
Eden	15,669	21,273	.....	.....	2,650	.....
Elberton	47,710	43,470	1,093	819	65	.....
Endicott	685,377	.....	5,175	789	.....	.....
Ewan	210,940	1,469	8,450	.....	214	.....

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

WHITMAN COUNTY—Concluded.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Fallons	115,055	59,115	8,058	1,617	6,714	66
Fairbanks	47,184	39,208	1,850	.....	2,557	.....
Farmington	877,062	183,408	1,751	2,175	7,112	.....
Fletcher	19,643	.....	.....	.....	.....	.....
Garfield	81,335	98,326	461	58	3,580	.....
Geary	8,242	3,784	2,880	329	339	.....
Glenwood	160,816	79,899	.....	.....	.....	.....
Gravel Pit	24,380	.....	4,260	.....	.....	.....
Grinnell	65,425	101,614	.....	.....	870	.....
Hay	288,287	.....	.....	.....	.....	.....
Hayfield	19,657	22,559	.....	.....	.....	.....
Hooper	106,368	.....	.....	.....	.....	.....
Huntley	41,678	2,255	11,008	.....	.....	.....
Interior	98,601	17,840	27,206	.....	.....	.....
Jerita	166,030	.....	.....	.....	.....	.....
Johnson	90,690	79,838	25,534	230	2,856	.....
Juno	44,735	770	12,723	.....	.....	.....
Kenova	82,788	6,237	9,898	.....	73	.....
Kitzmiller	54,646	24,112	5,367	.....	488	.....
Ladow	18,657	10,024	.....	.....	357	.....
Lamont	219,774	.....	23,074	.....	.....	.....
Lacrosse	568,726	.....	417	1,711	.....	.....
Lavista	58,682	.....	.....	.....	.....	.....
Leon	81,383	48,011	31,297	67	3,968	.....
Lone Pine	26,078	48,652	852	.....	769	.....
Longwill	15,795	11,558	.....	.....	.....	.....
Malden	75,277	10,347	3,434	.....	.....	.....
Manning	41,813	9,428	2,837	.....	.....	.....
McCoy	142,348	23,534	2,888	.....	3,000	.....
Mockonema	399,581	18,437	44,634	550	.....	.....
Oakesdale	253,430	162,971	.....	.....	.....	.....
Pallsade	20,576	506	838	.....	.....	.....
Palouse	212,627	171,877	5,394	712	1,058	.....
Pandora	36,723	7,583	.....	1,044	1,460	.....
Pampa	246,702	775	.....	.....	.....	.....
Parvin	81,976	38,127	4,396	.....	.....	.....
Penewawa	226,608	.....	32,573	210	.....	.....
Pine City	133,161	18,129	11,282	720	1,081	.....
Pullman	78,056	71,174	78,054	868	190	.....
Ringo	17,687	12,998	437	.....	.....	.....
Revere	187,785	.....	8,127	.....	.....	.....
Rosalia	60,730	29,828	5,412	50	707	250
Rysbeck	28,000	6,000	.....	.....	.....	.....
St. John	289,904	31,668	14,172	222	.....	.....
Seltice	52,985	73,184	.....	99	.....	.....
Sunset	126,908	22,850	965	.....	85	.....
Shawnee	56,628	52,950	2,576	.....	.....	.....
Sunshine	25,491	11,300	575	.....	.....	.....
Seabury	27,955	9,972	.....	34	.....	.....
Sokulk	18,871	12,152	.....	.....	.....	.....
Squaw Canyon	46,555	16,259	6,881	3,881	4,018	.....
Staley	23,050	38,812	3,088	.....	.....	.....
Steptoe	198,554	88,866	918	4,659	2,020	.....
Stoneham	39,723	23,707	.....	.....	.....	.....
Stoner Siding	116,457	106	50,027	.....	.....	.....
Swan	5,586	1,526	.....	.....	.....	.....
Tekoa	208,140	283,085	11,048	996	4,961	48
Thera	166,530	4,710	24,530	900	.....	.....
Thornton	216,699	71,407	87	849	5,884	87
Tilma	45,422	5,887	2,450	.....	.....	.....
Uniontown	263,329	112,325	68,892	13,539	16,500	1,330
Walters	54,229	48,486	.....	.....	2,322	.....
Warner	45,389	61,426	.....	.....	4,575	.....
Whelan	35,956	36,873	1,060	66	3,645	.....
Willada	236,960	420	2,984	303	180	824
Winona	168,341	.....	10,515	.....	.....	.....
Totals.....	14,306,332	3,203,942	310,927	50,585	141,013	5,265

TABLE 1.—REPORTS OF PUBLIC WAREHOUSES—CONTINUED.

YAKIMA COUNTY.

STATIONS	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Alfalfa	448	1,882	536	.....	243	.....
Byron	19,441	.....	1,671	.....	.....	.....
Mabton	132,847	632	2,897	3,250	.....	73
Parker	10,071	1,613	770	.....	.....	.....
Toppenish	11,199	14,309	10,745	.....	.....	.....
Wapato .....	.....	.....	.....	.....	.....	.....
Totals.....	184,000	17,986	16,619	3,250	243	73

TABLE 2.

RESUME OF WAREHOUSE REPORTS, BY COUNTIES, FOR YEAR ENDING
JUNE 30, 1917.

COUNTIES	RECEIVED			ON HAND		
	Wheat	Oats	Barley	Wheat	Oats	Barley
Adams	5,044,802	3,947	10,002	43,281	.....	2,680
Asotin	531,968	.....	70,277	36,561	.....	283
Benton	239,384	.....	200	14,890	.....	.....
Chelan	213,987	4,205	2,692	38,067	2,222	2,123
Columbia	1,879,021	25,449	889,408	23,124	.....	898
Douglas	3,473,366	67,264	87,732	49,184	4,006	3,179
Franklin	1,108,059	1,816	.....	16,914	.....	.....
Garfield	1,610,202	.....	962,879	106,235	.....	844
Grant	2,744,599	23,796	85,950	8,533	.....	.....
Kittitas	24,927	5,334	1,836	.....	.....	427
Klickitat	639,082	2,760	30,302	8,887	.....	620
Lincoln	7,960,214	100,727	260,584	63,732	9,194	15,167
Okanogan	350,475	202,430	85,688	9,715	2,588	1,275
Spokane	2,018,222	1,266,296	86,715	9,891	51,575	4,292
Walla Walla	4,364,626	102,976	260,183	106,029	145	3,062
Whitman	14,308,332	3,208,942	810,927	50,595	141,013	5,265
Yakima	184,000	17,986	16,619	3,250	243	73
Totals.....	46,195,216	5,029,376	3,561,941	596,849	210,981	40,183

TABLE 3.
TONS OF GRAIN AND HAY INSPECTED AT INSPECTION POINTS FROM NOVEMBER 1, 1916, TO OCTOBER 31, 1917.

MONTH	TACOMA		SEATTLE		OUT INSPECTION		SPOKANE		EVERETT		TOTAL	
	Grain	Hay	Grain	Hay	Tacoma	Seattle	Grain	Hay	Grain	Hay	Grain	Hay
1916												
November	29,133	1,025	30,778	2,644	1,370	1,051	57,059	892	830	874	120,221	4,985
December	25,465	1,403	30,248	2,851	923	2,080	33,150	1,439	613	427	97,464	6,173
1917												
January	18,799	1,198	24,336	1,891	448	.....	29,146	1,273	224	392	72,953	4,749
February	7,976	465	11,601	1,624	733	1,394	37,553	964	279	129	59,542	3,163
March	12,433	560	10,860	1,284	376	3,222	26,877	740	431	149	64,249	1,733
April	9,707	1,334	19,798	1,362	479	.....	30,320	543	982	243	61,231	3,992
May	36,296	1,303	27,613	2,231	3,083	.....	25,593	969	.....	.....	92,517	4,493
June	36,612	632	17,400	1,233	2,643	.....	15,552	492	.....	.....	72,292	2,462
July	6,320	413	7,552	1,113	1,311	.....	6,162	415	.....	.....	21,845	1,941
August	9,350	1,326	6,139	4,263	64	.....	3,017	946	.....	.....	13,620	6,535
September	13,091	1,743	13,119	4,303	61	.....	4,533	1,235	.....	.....	35,869	7,351
October	43,143	933	51,153	533	.....	.....	13,011	1,400	.....	.....	112,310	2,921
Totals.....	253,323	12,393	255,647	25,447	12,001	7,727	297,010	11,403	3,410	1,713	329,123	51,453

TABLE 5.

SUMMARY OF FINANCIAL STATEMENT FROM NOVEMBER 1, 1916, TO
MARCH 31, 1917.

	Received	Disbursed	Balances
Balance on report November, 1916.....	\$13,821 98		
Collected to March 31, 1917.....	16,897 47		
Total of \$100,000 fund.....	\$30,719 40	\$18,582 36	\$12,137 04
Balance chief inspector's salary.....	833 34	833 34	.....
Balance chief deputy's salary.....	625 00	625 00	.....
Balance chief clerk's salary.....	500 00	500 00	.....
Balance office expense.....	1,000 00	.....	1,000 00
Balance printing fund	356 75	356 75	.....
Totals.....	\$34,064 49	\$20,897 45	*\$13,137 04

* Reverted to General Fund.

APRIL 1, 1917, TO NOVEMBER 1, 1917.

	Received	Disbursed	Balances
Collections	\$26,881 22	\$20,766 09	\$6,065 13
Chief inspector's salary.....	4,000 00	1,166 66	2,833 34
Chief deputy's salary, Tacoma.....	3,000 00	875 00	2,125 00
Chief deputy's salary, Seattle.....	3,000 00	875 00	2,125 00
Chief clerk's salary.....	3,000 00	875 00	2,125 00
Printing fund	1,500 00	1,110 48	389 52
Totals.....	\$41,381 22	\$25,668 23	*\$15,662 99

* Balance in State Treasury less \$500 revolving fund warrant.

TABLE 4.
FINANCIAL STATEMENT OF GRAIN DEPARTMENT FROM NOVEMBER 1, 1916, TO OCTOBER 31, 1917.
Showing amounts received and disbursed monthly at the various inspection points.

	RECEIPTS					DISBURSEMENTS					
	General	Everett	Spokane	Seattle	Tacoma	Total	Tacoma	Seattle	Spokane	Everett	General
1916.											
Nov. 1, balance....	\$2,217 42	\$1,386 60	\$15,149 25	\$31,182 46	\$23,959 80	\$73,864 53	\$23,959 80	\$31,182 46	\$73,864 53		
November	190 25	98 65	1,859 33	1,747 10	1,607 26	5,502 59	1,607 26	1,747 10	5,502 59	\$1,305 90	\$1,967 86
December	72 00	91 15	1,604 77	1,775 45	1,401 76	4,945 13	1,401 76	1,775 45	4,945 13	100 00	84 14
1917										100 00	186 17
January	55 00	50 80	1,285 44	1,281 70	1,052 85	3,625 79	1,052 85	1,281 70	3,625 79	75 00	99 45
February	30 00	39 90	1,530 30	780 75	442 95	2,823 95	442 95	780 75	2,823 95	50 00	122 80
March										40 00	332 08
Totals.....	\$2,564 67	\$1,667 10	\$21,378 15	\$36,687 46	\$28,464 62	\$90,762 00	\$28,464 62	\$36,687 46	\$90,762 00	\$1,670 90	\$2,792 45
† Deficit, † balance	† 227 78	† 3 80									
1917											
March earnings re-											
mitted in April..	\$30 00	\$51 00	\$1,502 90	\$771 08	\$672 95	\$3,027 88	\$672 95	\$771 08	\$3,027 88		
April	40 00	98 35	1,307 23	1,112 20	659 47	3,212 30	659 47	1,112 20	3,212 30	\$100 00	\$45 56
May	4 50		1,086 95	1,508 45	2,000 35	4,545 25	2,000 35	1,508 45	4,545 25	Discon-	38 90
June	238 50		642 01	1,057 85	1,949 60	3,887 96	1,949 60	1,057 85	3,887 96	tinued	39 37
July	357 50		279 55	512 35	419 55	1,568 95	419 55	512 35	1,568 95		222 76
August	181 75		229 83	649 10	646 50	1,708 68	646 50	649 10	1,708 68		50 50
September	360 60		302 01	1,186 65	929 95	2,779 21	929 95	1,186 65	2,779 21		80 91
October	617 70		694 29	2,400 80	2,390 20	6,102 99	2,390 20	2,400 80	6,102 99		258 80
Totals.....	\$1,830 55	\$144 35	\$5,994 32	\$9,193 43	\$9,668 57	\$26,831 22	\$9,668 57	\$9,193 43	\$26,831 22	\$100 00	\$736 80
Balance in Treasury of State.....											
Less revolving fund warrant.....											

* Reverted to State, \$12,137.04.

DISPOSITION OF CASES AFFECTING PUBLIC WARE- HOUSES AND GRAIN INSPECTION.

No. 4414.

**In the Matter of Establishing Standard Grades of Grain and Hay and Adopting
Rules and Regulations Governing Dockage.**

**Order promulgating standards of grain and hay and rules of grain
department.**

August 3, 1917, the Commission entered the following

FINDINGS AND ORDER.

Pursuant to notice given, the Public Service Commission of Washington held public hearings throughout the state at the places and on the dates stated in the said notice which is as follows:

"Notice is hereby given that on June 18, 1917, at 9:30 a. m., at the office of the Public Service Commission of Oregon in the county court house in the city of Portland, Oregon, the Public Service Commissions of Oregon and Washington will convene in joint conference for the purpose of considering the advisability of establishing uniform grades of grain and hay and rules and regulations governing dockage and the propriety of harmonizing state grades for grain and hay with standards adopted by the United States Department of Agriculture.

"On June 19, 1917, at 9:30 a. m., at the assembly room of the Tacoma Chamber of Commerce, Tacoma, Washington, and on June 20, 1917, at the assembly room of the Spokane Chamber of Commerce, Spokane, Washington, the Public Service Commissions of Washington and Oregon will convene for the purpose of receiving testimony relative to standard grades to be fixed by said commissions to apply to all grain and hay thereafter bought or handled by public or terminal warehouses in their respective states, and receiving evidence relative to rules and regulations governing the dockage which shall be made on inferior grades of grain and hay in their respective states.

"All persons desiring to be heard, will be heard, and may give such testimony as they may desire to offer at said conference and said hearings.

"Witness the Public Service Commission of Washington at Olympia, Washington, this 31st day of May, 1917."

After due consideration of the testimony taken at said hearings, the Commission does now promulgate and adopt the following as the standard grades of grain and hay, also rules and regulations governing dockage.

IT IS HEREBY ORDERED, That the same become effective on and after the 15th day of August, 1917.

Note.—These grades and rules having been published in pamphlet form and being now available are not republished here. Copies may be procured on application to this Commission or to Chief Inspector State Grain Department, Tacoma, Wash.

No. 4404.

M. H. HOUSER, *Complainant*, v. TRI-STATE TERMINAL WAREHOUSE COMPANY,
Defendant.

Complaint to cancel license of warehouseman. Dismissed.

August 17, 1917, the Commission entered the following

FINDINGS, OPINION AND ORDER.

This cause came on for hearing at Spokane, Washington, June 21, 1917, before Commissioners A. A. Lewis and F. R. Spinning. The complainant was represented by his attorneys, Messrs. Tustin and Chandler. The defendant was represented by its attorney, H. C. Force, Esq. Assistant Attorney General H. H. Cleland represented the Commission.

The complaint in this action recites in substance that the Tri-State Terminal Warehouse Company is engaged in buying and selling grain, accepts same for storage and hire and operates for said purpose licensed public warehouses at Connell, Dilling, Emery, Mesa, Estes, Hatton and other points; that the complainant M. H. Houser purchased from J. K. Fields of Hatton, six thousand thirty-nine (6,039) sacks of wheat of the Jones-Fife variety known as the H. C. Vogler lot, which was specially piled in the warehouse of the defendant at Emery, Washington; that, upon the surrender of receipts and demand of the complainant for said wheat, approximately four thousand six hundred (4,600) sacks thereof were not on hand in said warehouse and could not be delivered; wherefore, the complainant requests that the Commission revoke all public warehouse licenses of the defendant and such further relief as seems proper in the premises.

The defendant, in its answer, alleges that the H. C. Vogler lot of wheat referred to was received on deposit in said warehouse, but the same was not requested to be and was not specially piled; that upon the surrender of receipts issued therefor it tendered to the complainant the quantity, kind, quality and grade of wheat called for by said receipts; that complainant accepted delivery of part of said wheat and refused to accept delivery of the balance; and, that the defendant is ready and willing to deliver to said complainant the quantity, quality, grade and kind of said wheat called for by the receipts.

FINDINGS OF FACT.

I.

That the complainant M. H. Houser is a grain dealer doing business in the State of Washington under his own name.

II.

That the Tri-State Terminal Warehouse Company is a public service corporation organized and existing under and by virtue of the laws of the State of Washington, and engaged in the business of buying, selling and storage of grain and the operation of warehouses for such purpose. The head office of the defendant is at Seattle, Washington, with branch offices in Spokane and elsewhere. The defendant operates warehouses at Connell, Mesa, Emery, Dilling and Hatton, in Washington, also warehouses in the states of Oregon and Idaho. The warehouses at Dilling, Mesa and Emery are operated by and in charge of the company's agent at Connell. In the receiving season a man is temporarily employed at each place to receive the grain delivered to the warehouse. When

the receiving season is over, the temporary men are removed and the shipping of grain out is conducted from the Connell office.

IV.

That the only records the defendant has of the transaction are the records or weight sheets which are filed as an exhibit in this case. These sheets show the name of the owner, location of warehouse, date, kind of grain, test, dockage, receipt number, number of sacks, gross weight, net bushels and the name of the agent. There are no distinguishing marks upon these sheets to indicate that the wheat was specially piled. The defendant introduced testimony tending to show that the instructions from the head office to the agents were to make full and complete reports. Defendant's witness also testified that no carbon copies of receipts were to be found in the Connell office and defendant had no knowledge that the wheat was specially piled until the original receipts were presented for surrender of the wheat. The man receiving the wheat reported it as No. 1 grade on the record or weight sheets and not as specially piled. He testified that this was his instruction from the agent at Connell.

V.

All the original receipts, with the exception of receipt No. 1940, issued for the H. C. Vogler lot of wheat, bore the distinguishing mark "S. P." or "Special Pile," indicating that the wheat was intended to be and was specially piled when deposited in said warehouse at Emery; and, that upon presentation of said receipts, only a part of the H. C. Vogler lot of wheat was on hand in said warehouse.

VI.

That the balance of the H. C. Vogler lot of wheat was shipped out of said warehouse presumably on receipts other than the H. C. Vogler receipts issued for this particular pile of wheat.

VII.

That the agent who was in charge of the Connell warehouse at the time the wheat was deposited and receipts issued is not now in the employ of the defendant company.

VIII.

That the testimony of the defendant's present agent at Connell, Mr. Haskell, who superintended the delivery of the remaining Vogler lot of wheat, was to the effect that, in his opinion, an error was made by the shipping crew receiving orders to load wheat, taking the same from the Emery warehouse instead of the warehouse at Dilling, Connell or Mesa.

IX.

That defendant tendered to the complainant what it considered the amount, kind and quality of wheat called for by said receipts.

X.

That the rules and regulations governing warehouses adopted by the Commission with reference to special piling of grain are as follows:

"Rule 1. When requested by the owner, different varieties of grain or hay must be piled in separate piles, with the name of the owner or some distinguish-

ing mark placed upon the receipt issued therefor. The receipt must, when requested by the owner, show the rate of storage charges; if issued for wheat, the variety must be stated by name, and such receipt must state whether grain is in sacks or bulk.

"Rule 2. On surrender of warehouse receipts for grain or hay which had been piled in separate piles, properly endorsed upon payment or tender of all advances and legal charges, grain or hay taken from said particular pile or load represented by such receipt or receipts, shall be delivered within forty-eight hours after the facilities for receiving the same have been provided and all of the grain or hay received by the warehouseman and represented by such receipt or receipts, including leakage from defective sacks and sweepings, must be delivered. The number of sacks of sweepings must be noted separately in the bill of lading. The warehouseman to be paid for all sacks used in resacking loose grain and a reasonable allowance for resacking and sewing same."

XI.

That the proper construction to be placed on these rules is that upon surrender of the receipts the identical grain for which the receipts call shall be delivered.

XII.

That the state grain act, chapter 91, 1911 Laws, provides that each warehouseman shall procure from the Commission a license for each public warehouse before transacting business at such public warehouse or warehouses; and, that the Commission may revoke any such license for cause, upon notice and hearing.

CONCLUSION.

The evidence is conclusive that the Vogler lot of wheat was specially piled, and, under the warehouse rules adopted and in force, the complainant was entitled to receive the identical wheat upon surrender of the warehouse receipts properly endorsed and upon payment or tender of all advances and legal charges. The evidence is also clear that a part of the Vogler lot of wheat was not on hand in said warehouse at Emery, where deposited, when called for, having been shipped out prior to the presentation of the Vogler receipts. The evidence, however, is not conclusive that this was done intentionally or with fraudulent intent; the defendant, in addition to storing wheat for other people, is also in the business of buying and selling wheat on its own account; and, since the storage of the Vogler lot of wheat, the defendant sold some of its own wheat of the same kind and contents, through the mistake of the local agent at Connell; the Red Fife stored by Mr. Vogler was shipped instead of the same grade of Red Fife owned by defendant company in one of its other warehouses operated from Connell; that when the Vogler receipts were surrendered by the complainant and it was discovered that this mistake had been made, the same kind, quantity and quality of wheat and the amount called for by the receipts was tendered to the complainant.

If the defendant's contention is correct, that the wheat was shipped out by mistake, the Commission would not be justified in applying so drastic a remedy as that of revoking all the warehouse licenses of said defendant inasmuch as this is the first complaint against the company which has come to the notice of the Commission. The defendant company is financially responsible and has

offered to supply the complainant with the same kind, quantity, quality and grade of wheat as the receipts call for in order to correct what it contends was a mistake. If this is not done and the complainant suffers financially by virtue of the transaction, he has his remedy in the courts.

Under the circumstances, the Commission is constrained to resolve the doubt in favor of the defendant in this controversy. The company will, however, be required to conduct its business in the future in a more efficient manner than has been shown to exist in its Connell branch, in order that such complications as herein recited can not occur.

ORDER.

IT IS THEREFORE ORDERED, That this case be, and hereby is, dismissed.

INFORMAL COMPLAINTS AND THEIR DISPOSITION.

When complaints are received against public service utilities where it seems possible by correspondence to settle the cause of complaint promptly, and at the same time save the expense of a formal hearing, these complaints are entered as "Informal Complaints."

During the year covered by this report there were 332 such informal complaints brought to the attention of the Commission, being those numbered from 2658 to 2990, inclusive.

Below will be found, in condensed form, a statement showing disposition of those cases that were pending December 1, 1916, the date of the last prior report (being cases numbered up to 2658), and a list of the new informal complaints filed the past year and their present status:

No. 1244. P. W. Lawrence (Wenatchee) v. Great Northern Railway Company. Scales. Pending.

No. 1370. Western Retail Lumbermen's Association (Spokane) v. Hewitt-Lea-Funk Company. Misbilling freight. Closed.

No. 1393. P. J. Franciola & Company (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Company. Overcharge switching. Transferred to formal hearing 1813.

No. 1623. Pacific Coast Shippers Association (Seattle) v. Great Northern Railway Company. Excessive minimum weights. Closed.

No. 1633. Mashell Paint Company (Tacoma) v. Tacoma Wharves. Rates. Closed.

No. 1687. Citizens (Bucoda) v. Northern Pacific Railway Company. Closing station. Transferred to formal hearing 1838.

No. 1692. Miss M. Pendergast (Seattle) v. Pacific Telephone & Telegraph Company. Overcharge. Closed.

No. 1733. F. D. Vincent (Pacific) v. Chicago, Milwaukee & St. Paul Railway Company. Sidetrack facilities. Closed.

No. 1761. P. J. O'Brien (Olympia) v. Percival Dock. Overcharge. Closed.

No. 1771. T. M. Creel (Quincy) v. Quincy Valley Water Users. Rates, etc. Closed.

No. 1874. Citizens (Puyallup) v. Puget Sound Traction, Light & Power Company. Light rates. Closed.

No. 1940. W. W. Clark (Oroville) v. Great Northern Railway Company. Fencing. Pending.

No. 1898. Commission v. Great Northern Railway Company. Violation full crew law. Closed.

No. 2019. Vashon Maury Island Commercial Club v. Inland Empire Transportation & Trading Company *et al.* Interchange service. Closed.

No. 2021. Allentown Duwamish Improvement Club v. Northern Pacific Railway Company. Crossing. Closed.

No. 2094. Spring Coulee Independent Telephone Company (Okanogan) v. Pacific Telephone & Telegraph Company. Switching rates. Transferred to formal hearing 4388.

No. 2119. City Council (Renton) v. Puget Sound Traction, Light & Power Company. Excessive lighting rate minimum. Closed.

No. 2159. Citizens (Smyrna) v. Chicago, Milwaukee & St. Paul Railway Company. Station and train service. Closed.

No. 2317. S. W. Walrath (Two Rivers), Mrs. A. Felch (Colfax) v. Burbank Co. Irrigation facilities. Transferred to formal hearing 369.

No. 2321. C. E. Hill Lumber Company (Bucoda) v. Northern Pacific Railway. Demurrage charges. Closed.

No. 2370. Town of Cosmopolis v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2370. *In re* Death of Michael Bentzen on Puget Sound Electric Railway. November 12, 1915. Closed.

No. 2374. N. A. Pearson *et al.* (Leavenworth) v. Tumwater Light & Water Company. Telephone service to Peshastin. Closed.

No. 2383. Howard Coppock (Tacoma) v. Sunset Telephone & Telegraph Company. Service. Closed.

No. 2384. Omak Fruit Growers' League (Omak) v. Great Northern Railway. Construction of spur track. Closed.

No. 2396. Chas. R. Gudge (Entiat) v. Great Northern Railway Company. Overcharge and fencing right-of-way. Closed.

No. 2407. C. S. Stone (Hamilton) v. Great Northern Railway Company. Lighting station. Pending.

No. 2418. Martin Grain & Mill Company (Cheney) v. Chicago, Milwaukee & St. Paul Railway Company. Discrimination. Closed.

No. 2432. Miller Bros. Post & Lumber Company (Seattle) v. Great Northern Railway Company. Overcharge. Pending.

No. 2444. In the matter of the tracks in Great Northern yards at Interbay. Closed.

No. 2457. E. A. Ayerst (Seattle) v. Seattle Lighting Company. Service. Closed.

No. 2464. F. H. Brodeau (Spokane) v. Washington Water Power Company. Service. Closed.

No. 2462. Henry R. Berk (Spokane) v. Washington Water Power Company. Location of pole. Closed.

No. 2468. Hercules Sandstone Company (Tenino) v. Oregon-Washington Railroad & Navigation Company. Demurrage charges. Closed.

No. 2469. Western Pine Manufacturing Association (Spokane) v. Great Northern Railway. Overcharge. Closed.

No. 2470. D. O. Tranberger (Corfu) v. Chicago, Milwaukee & St. Paul Railway. Overcharge. Pending.

No. 2473. *In re* block signals on Spokane, Portland & Seattle Railway. Pending.

No. 2475. E. L. Rice (Spokane) v. Washington Water Power Company. Refusal of service. Closed.

No. 2477. Mrs. A. D. Van Walker (Elma) v. Telephone Company. Service. Closed.

No. 2480. Mrs. E. J. Harsell (Tenino) v. Northwest Electric and Water Works. Service. Pending.

No. 2489. W. H. Paulhamus (Sumner) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2501. Nestos Timber Company (Bellingham) v. Bellingham & Northern Railway. Overcharge on scrap. Pending.

No. 2503. A. E. Olson (Olympia) v. Pacific Coast Steamship Company (San Francisco). Delayed delivery of ticket. Closed.

No. 2504. B. F. Gilbert (Camden) v. Great Northern Railway. Free transportation. Closed.

No. 2507. Citizens of Waukon (Waukon) v. Great Northern Railway Company. Agent. Pending.

No. 2513. Electrical Workers (Spokane) v. Spokane & Inland Empire Railroad Company. Violation electrical code. Pending.

No. 2514. Commission v. Tumwater Light & Power Company. Violation electrical code. Pending.

No. 2525. Mrs. Caroline Dunlap (Pankanic) v. Lyle Telephone Company. Service. Closed.

No. 2531. Pacific Coast Shippers' Association (Seattle) v. Northern Pacific Railway Company. Overcharge. Pending.

No. 2536. N. L. Ward (Goldendale) v. Spokane, Portland & Seattle Railway. Fencing right-of-way. Closed.

No. 2548. Commission v. Pacific Power & Light Company. Violation electrical code. Closed.

No. 2549. Commission v. Willapa Power Company. Violation electrical code. Pending.

No. 2550. Commission v. Oregon-Washington Railroad & Navigation Company. Violation electrical code. Pending.

No. 2551. Commission v. Willapa Harbor Electric Company. Violation electrical code. Pending.

No. 2558. School Board (Tacoma) v. Sunset Telephone & Telegraph Company. Rates. Closed.

No. 2559. Davis & Heil (Spokane) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2560. Municipal Dock (Tacoma) v. Merchants Transportation Company. Discrimination. Closed.

No. 2565. W. L. Walker (Waukon) v. Great Northern Railway. Car shortage. Closed.

No. 2571. Commission v. Railway. Car shortage. Closed.

No. 2574. L. W. McKinsey (Starbuck) v. Starbuck Electric Light Company. Rates. Pending.

No. 2575. Walla Walla Commercial Club (Walla Walla) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2579. Ira Crofutt (Prosser) v. Northern Pacific Railway Company. Overcharge. Closed.

No. 2583. Tumwater Lumber Company (Tumwater) v. Northern Pacific and Oregon-Washington Railroad & Navigation Company. Switching. Closed.

No. 2585. Gas and water rules. Pending.

No. 2586. Electric company rules. Pending.

No. 2587. Demurrage rules. Pending.

No. 2602. G. E. Conn (Tumwater) v. Northern Pacific Railway. Excessive charge on carload of wood. Closed.

No. 2606. Western Retail Lumbermen Association (Spokane) v. Northern Pacific Railway. Overcharge. Closed.

No. 2607. Commission v. Washington Water Power Company. Violation electrical code. Colfax. Closed.

No. 2608. Commission v. Washington Water Power Company. Violation electrical code, Oakesdale. Closed.

No. 2609. D. P. Reid (Spokane) v. Spokane & Inland Empire Railway. Violation electrical code. Closed.

No. 2610. O. C. Palmatier (Crosby) v. Puget Sound Navigation Company. Overcharge. Pending.

No. 2611. Walter McMurphy (Vader) v. Little Falls Water Company. Service. Pending.

No. 2612. Pittock and Leadbetter Lumber Company (Vancouver) v. North Coast Power Company. Service. Pending.

No. 2613. Forrest H. Sweet (North Yakima) v. Telephone Companies. Lack of service. Pending.

No. 2614. Arlington Farmers' Association (Arlington) v. Northern Pacific. Spur track. Pending.

No. 2615. American Audit Company (Spokane) v. Great Northern Railway Company. Overcharge on bottles. Pending.

No. 2616. Adv. Rumley Thresher Company (Spokane) v. Washington Water Power Company. Contract rates. Closed.

No. 2617. C. W. Stockdale (Seattle) v. Anderson Steamboat Company. Rates. Closed.

No. 2621. Commission v. Chicago, Milwaukee & St. Paul Railway. Dangerous fence, Seattle. Closed.

No. 2622. E. Becker (Colton) v. Northern Pacific Railway. Car shortage. Closed.

No. 2618. Roslyn Commercial Club (Roslyn) v. All Express Companies. Free delivery. Pending.

No. 2619. Roslyn Commercial Club (Roslyn) v. Northern Pacific Railway. Discrimination. Pending.

No. 2620. Puget Sound & Baker River Railway (Sedro Woolley) v. Northern Pacific Railway. Switching. Closed.

No. 2623. Citizens Palmer Siding v. Great Northern Railway Company. Train stop. Pending.

No. 2624. Residents Kittitas (Kittitas) v. Chicago, Milwaukee & St. Paul Railway. Car shortage. Pending.

No. 2625. L. W. Lewis (Edmonds) v. Great Northern Railway Company. Car shortage. Pending.

No. 2627. J. P. Lundberg (Vancouver) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2628. W. Clarke (Spokane) v. Washington Water Power Company. Service. Closed.

No. 2632. Inland Meat Company (Wenatchee) v. Great Northern Railway. Overcharge. Pending.

No. 2633. Commission v. Express Companies. Extension free delivery. Pending.

No. 2637. Mrs. F. D. McMillan (Tenino) v. Northwest Electric & Water Works. Service refused. Closed.

No. 2638. Puget Sound & Baker River Railway Company (Mt. Vernon) v. Northern Pacific Railway. Switching. Pending.

No. 2639. D. P. Putnam (Winslow) v. Winslow Grange Improvement Company. Warehouse service. Pending.

No. 2642. D. W. Potter *et al.* (Govan) v. Great Northern Railway. Station agent. Pending.

No. 2644. Conway-Fir Commercial Club (Conway) v. Great Northern Railway. Station lights. Closed.

No. 2645. Scandinavian American Bank (Tacoma) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2646. F. H. Strong (Tonasket) v. Tonasket Flour Milling Company. Lighting service. Closed.

No. 2647. J. B. Gillespie (Hoquiam) v. Hoquiam Water Company. Water rates. Pending.

No. 2648. Chas. B. Johnson (Elk) v. Great Northern Railway. Car shortage. Pending.

No. 2649. Thomas Roady (Outlook) v. Outlook Telephone Company. Rates. Pending.

No. 2650. E. H. Lester (Montesano) v. Northern Pacific Railway Company. Service. Pending.

No. 2651. Otto Juckeland (Spokane) v. Pacific Telephone & Telegraph Company. Nickel-in-slot phone. Closed.

No. 2653. H. L. Jacobs (Everett) v. Chicago, Milwaukee & St. Paul Railway Company. Conditions of depot. Pending.

No. 2655. Earle & Steinert (Seattle) v. Pacific Telephone & Telegraph Company. Overcharge. Pending.

No. 2656. L. C. Van Patten (Cheney) v. Cheney Light & Power Company. Rates. Closed.

No. 2659. Prosecuting Attorney (Spokane) v. Great Northern Railway Company. Blocking crossings. Closed.

No. 2660. H. J. Mignerey & Co. (Seattle) v. Great Northern Railway Company. Overcharge. Closed.

No. 2661. Citizens of Keystone v. Northern Pacific Railway Company. Service. Pending.

No. 2662. L. L. Bacon (Castle Rock) v. Home Telephone Company. Service. Closed.

No. 2663. George E. White (Gordon) v. Brewster Ferry. Rates. Closed.

No. 2664. A. P. Orth (Touchet) v. Northern Pacific Railway Company and Oregon-Washington Railroad & Navigation Company. Overcharge on freight. Closed.

No. 2665. Postal Telegraph Company v. Pacific Telephone & Telegraph Company. Flat rate. Closed.

No. 2666. E. W. Faulds (Hillyard) v. Washington Water Power Company. Service. Closed.

No. 2667. V. Monnier (San Francisco) v. Northern Pacific Railway Company. Service. Pending.

No. 2668. John F. Stack (Walla Walla) v. Pacific Power & Light Company. Overcharge. Pending.

No. 2669. E. M. Mesler (Ashford) v. Chicago, Milwaukee & St. Paul Railway. Telephone charges. Closed.

No. 2670. Arthur D. Jones (Spokane) v. Home Telephone & Telegraph Company. Rates. Closed.

No. 2671. W. W. Hopkins (Olympia) v. Great Northern Railway Company. Overcharge. Pending.

No. 2672. Joseph Alexander (Montesano) v. Mutual Telephone Company. Service. Closed.

No. 2673. William Kaufler (Weber) v. Northern Pacific Railway Company. Fencing. Closed.

No. 2674. J. H. Nowlin (Greenacres) v. Greenacres Light & Power Company. Return of meter deposit. Closed.

No. 2675. Mt. Vernon Rural Telephone Company (Mt. Vernon) v. Puget Sound Telephone Company. Connection. Pending.

No. 2676. W. H. Paulhamus (Puyallup) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2677. A. G. Neilson (Everett) v. Puget Sound International Railway & Power Company. Refusal to return deposit. Pending.

No. 2678. Nichols & Bevan (Spokane) v. Great Northern Railway. Rates. Closed.

No. 2679. J. Jacobson (Seattle) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2680. Medical Lake Telephone Company (Medical Lake) v. Joe Tinker. Phone abuse. Closed.

No. 2681. W. H. Butchart (Seattle) v. Seattle Lighting Company. Delinquent penalty. Pending.

No. 2682. Mrs. Wm. Blautraw (Yakima) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2683. Home Nursery Company (Richland) v. American Express Company. Service. Closed.

No. 2684. C. A. Bromfield (Tenino) v. Northern Pacific Railway Company. Stop near Yelm road. Pending.

No. 2685. Northwest Chair Company (Tacoma) v. Oregon-Washington Railroad & Navigation Company. Freight overcharge. Closed.

No. 2686. Red Cedar Company (Anacortes) v. Washington Power, Light & Water Company. Water rates. Pending.

No. 2688. J. F. Reardon (Olympia) v. Chicago, Milwaukee & St. Paul. Refund. Closed.

No. 2689. *In re* Jitneys. Pending.

No. 2690. Workmen (Manette) v. Washington Route. Rates. Closed.

No. 2691. Farmer line rates. Pending.

No. 2692. Henry Hall *et al.* v. Northern Pacific, Oregon-Washington Railroad & Navigation and Newaukum Railway Company. Joint rates. Closed.

No. 2693. Keithly Fuel Co. (Everett) v. Great Northern & Northern Pacific Railways. Shortage of cars. Pending.

No. 2694. Alfred H. Henry (Harwood) v. Yakima Valley Transportation Company. Overcharge on apples. Closed.

No. 2695. Asa Pringle (Anacortes) v. Washington Power, Light & Water Company. Lighting service. Closed.

No. 2696. Board of Education (Spokane) v. Spokane Gas & Fuel Co. Method of assessing charges. Closed.

No. 2697. Inland Co-operative Association (Pullman) v. Albion Line. Request to discontinue. Pending.

No. 2698. School Board (Seattle) v. Pacific Telephone & Telegraph Company. Special phone rates. Pending.

No. 2699. School District (Vancouver) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2700. A. J. G. Olson (Sumas) v. Sumas Electric Company. Overcharge. Pending.

No. 2701. Mrs. Gibbons (Olympia) v. Northern Pacific Railway Company. Overcharge on household goods. Closed.

No. 2702. Douglas Fir Lumber Company (Tacoma) v. Northern Pacific Railway Company. Switching rate. Pending.

No. 2703. Holley Mason Hardware Company (Spokane) v. Great Northern Railway Company. Overcharge on high explosives. Closed.

No. 2704. Fred Fuhrman (Cheney) v. Malloy Prairie Telephone Company. Service. Pending.

No. 2705. Kahlotus Grain & Supply Company (Kahlotus) v. Oregon-Washington Railroad & Navigation Company and Spokane, Portland & Seattle Railway. Joint switching. Pending.

No. 2706. W. M. Berry (Washington, D. C.) v. Chicago, Milwaukee & St. Paul. Non-delivery of shipment. Closed.

No. 2707. W. S. Nowlin (Greenacres) v. Greenacres Water Company. Overcharge. Closed.

No. 2708. Wm. Weimerskirch (Mold) v. Great Northern Railway. Excess demurrage. Closed.

No. 2709. Grant DeBord (Wenatchee) v. Great Northern Railway Company. Coal shortage. Pending.

No. 2710. Hans Petersen (Bellingham) v. Silver Lake Telephone Company. Service. Pending.

No. 2711. Chamber of Commerce (Olympia) v. Railways. Terminal charge. Transferred to formal hearing 4311.

No. 2712. C. S. Hilts (Morton) v. Tacoma & Eastern Railroad. Discontinuance of trains. Pending.

No. 2713. Pacific Biscuit Company (Seattle) v. Island Belt Steamship Company. Nondelivery of shipment. Closed.

No. 2714. Commission v. Railroads. Violation full crew law. Pending.

No. 2715. W. J. Aumiller (Yakima) v. Pacific Power & Light Company. Lighting residence. Closed. Service installed.

No. 2716. Farmers Telephone Company (Pasco) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2717. Commission v. Railways. Use of snow flanges. Pending.

No. 2718. Commission v. Great Northern Railway. Violation full crew law. Pending.

No. 2719. International Brotherhood of Electrical Workers v. Farmer Lines. Violation electrical code. Pending.

No. 2720. Andrew Larson (Pasco) v. Northern Pacific Railway. Backing engines. Pending.

No. 2721. Western Retail Lumbermen's Association (Spokane) v. Northern Pacific, Great Northern and Chicago, Milwaukee & St. Paul. Coal weights. Pending.

No. 2722. Dent Lumber & Shingle Company (Seattle) v. Railways. Rates. Closed.

No. 2723. John A. Nelson (Arlington) v. Northern Pacific Railway. Facilities. Pending.

No. 2724. Garden City Grange (Snohomish) v. Puget Sound Telephone Company. Rates. Pending.

No. 2725. Howard S. Wright (Everett) v. Everett Railway, Light & Water Company. Rates. Pending.

No. 2726. Shrauger & Henderson (Mount Vernon) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2727. Milwaukee Grain Elevator Company (Seattle) v. Railways. Switching facilities. Pending.

No. 2728. Seabury Merritt (Spokane) v. Oregon-Washington Railroad & Navigation and Spokane & Inland Empire. Mileage pulled, Colfax to Spokane. Pending.

No. 2729. J. F. Lome (Almira) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2730. Harry Van Horn (Richland) v. Kennewick Telephone Company. Service. Pending.

No. 2731. S. W. Richardson (Oysterville) v. Ilwaco Telephone & Telegraph Company. Service. Closed.

No. 2732. W. Deatherage (Tracyton) v. Washington Route. Restricted sale of commutation tickets. Pending.

No. 2733. E. H. Connor (Monse) v. Monse Ferry. Operating without filing tariff. Pending.

No. 2734. Commission v. Frank F. Martin (Corfu). Cancellation of warehouse license. Closed.

No. 2735. J. M. Hoff (Vancouver) v. Northern Pacific Railway Company. Facilities at Knapps Siding. Pending.

No. 2736. Commission v. L. G. Conrad (Sultan). Filing of tariffs. Pending.

No. 2737. Frank Fogel (Kelso) v. North Coast Power Company. Service. Pending.

No. 2738. F. Benz *et al.* (Toppenish) v. Northern Pacific Railway Company. Stove shortage in potato cars. Pending.

No. 2739. Ridgefield, Sara & Vancouver Farmers Union Telephone Company (Ridgefield) v. Northern Pacific Railway Company. Maintenance of wire span. Closed. Track cleared.

No. 2740. American Audit Company (Spokane) v. Spokane & Inland Empire Railway Company. Refusal to accept estimated weights. Closed.

No. 2741. P. W. Lawrence (Wenatchee) v. Great Northern Railway Company. Underweight on coal shipment. Pending.

No. 2742. Commission v. Railways. Removal of trees from dangerous proximity of tracks. Pending.

No. 2743. Sherman Precinct Good Roads Association v. B. C. Camp. Condition of ferry. Pending.

No. 2744. R. S. Stryker (Ridgefield) v. Telephone Companies. Long distance service. Closed. Connection made.

No. 2745. Orton F. Gilbert (Seattle) v. Chicago, Milwaukee & St. Paul. Overcharge in rate. Pending.

No. 2746. City of Bellingham v. Pacific Telephone & Telegraph Company. Fire calls. Pending.

No. 2747. Empire Heights Improvement Club (Spokane) v. Hartson Avenue Water Company. Service. Closed.

No. 2748. E. T. Palmer (Olympia) v. Pacific Telephone & Telegraph Company. Discount for cash. Pending.

No. 2749. Wenatchee Milling Company (Wenatchee) v. Great Northern Railway. Failure to notify of change in rate. Closed. Tariffs furnished.

No. 2751. Ham Williamson (Ilwaco) v. Oregon-Washington Railroad & Navigation Company. Overcharge on piling. Pending.

No. 2752. Charles H. Lilly & Co. (Seattle) v. Great Northern Express Company. Service. Pending.

No. 2753. Peerless Charcoal Company (Tacoma) v. Docks and Boat Companies. Rates on charcoal. Closed. Tariff rates charged.

No. 2755. Warren W. Butler (Grandview) v. Oregon-Washington Railroad & Navigation Company and Northern Pacific. Track connection. Pending.

No. 2756. Thomas J. Hayden (Kiona) v. Pacific Power & Light Company. Power for irrigation. Closed.

No. 2757. Omak Fruit Growers' Association (Omak) v. Great Northern Railway. Fruit rates on Oroville branch. Pending.

No. 2758. J. C. Nattrass (Bellingham) v. Pacific Telephone & Telegraph Company. Pay phone. Closed. Service promised.

No. 2759. J. W. Morris (Medical Lake) v. Eugene Enloe. Power rates. Pending.

No. 2760. J. H. Templeton (Seattle) v. Pacific Telephone & Telegraph Company. Increased rates at Bellevue and Median. Pending.

No. 2761. Cusick Commercial Club (Cusick) v. Water Company. Service. Pending.

No. 2762. W. Butler (Skamania) v. Spokane, Portland & Seattle Railway. Station facilities. Pending.

No. 2763. Polson Logging Company (Hoquiam) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2764. A. Wessels (Monse) v. Northern Pacific Railway Company. Overcharge on emigrant car. Pending.

No. 2765. Eureka Cedar Lumber & Shingle Company and Posey Manufacturing Company (Hoquiam) v. Express Companies. Free delivery limits. Pending.

No. 2766. A. J. Ottomeier (Cheney) v. Washington Water Power Company. Service. Closed.

No. 2767. E. E. Mayer (Spokane) v. Lamona Warehouse Company. Shortage of grain. Pending.

No. 2768. John G. Johnston (Everett) v. Spokane and Inland. Preferred rights. Pending.

No. 2769. Snohomish Commercial Club (Snohomish) v. Great Northern Railway Company. Service in depot. Pending.

No. 2770. City of Northport v. C. S. Slawson. Service. Pending.

No. 2771. H. T. Negaard (White Salmon) v. Oregon-Washington Telephone Company. Service. Pending.

No. 2772. Commission v. Railways. Fender on electric switch engine. Pending.

No. 2773. Commission v. Great Northern Railway Company. Locked toilet in King street station. Closed.

No. 2774. H. H. Phillips (Republic) v. Belcher Mountain Railway. Dangerous train operation. Closed.

No. 2775. W. J. Freeborn (Tacoma) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2776. Robert H. Browne (Washtucna) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2777. Seevers-Norman Company (Port Angeles) v. Seattle, Port Angeles & Western Railway. Overcharge. Pending.

No. 2778. Commercial Club of Kent v. Northern Pacific and Chicago, Milwaukee & St. Paul. Delay in unloading cars. Pending.

No. 2779. J. T. Steeb & Co. (Tacoma) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2780. T. O. Skatbo (Bellingham) v. Pacific Telephone & Telegraph Company. Service. Closed. Satisfactorily adjusted.

No. 2781. Frank Groundwater (Elma) v. Northwest Electric & Water Works. Rates. Pending.

No. 2782. Commission v. Oregon-Washington Railroad & Navigation Company. Violation headlight law. Pending.

No. 2783. Walter A. Keene (Seattle) v. Kitsap County Transportation Company. Service. Pending.

No. 2784. Sweet Candy Company (Salt Lake City) v. Oregon-Washington Railroad & Navigation Company. Equipment. Pending.

No. 2785. Edward C. Finch (Aberdeen) v. Pacific Telephone & Telegraph Company. Installation charge. Closed. Complainant satisfied.

No. 2786. Sultan Railway & Timber Company (Everett) v. Northern Pacific Railway Company. Demurrage. Pending.

No. 2787. Northern Board & Paper Mills (San Francisco) v. Oregon-Washington Railroad & Navigation Company. Absorption of switching charge. Pending.

No. 2788. G. E. Conn (Tumwater) v. Northern Pacific Railway Company. Reloading charge. Pending.

No. 2789. H. D. Brand (Tacoma) v. Pacific Telephone & Telegraph Company. Overcharge. Closed.

No. 2790. Commission v. Skagit Valley Phone Company (Burlington). Violation electric code. Pending.

No. 2791. Commission v. Washington Coast Utilities Company (Stanwood). Violation electric code. Pending.

No. 2792. L. D. Knight (Vancouver) v. North Coast Power Company. Closed. Satisfactorily adjusted.

No. 2793. J. W. Higgins (Spokane) v. Home Telephone & Telegraph Company. Refusal of service. Closed. Service granted.

No. 2794. Kent & Burke (Genoa, Neb.) v. Western Union. Service. Pending.

No. 2795. C. R. Wallace (La Conner) v. La Conner Water Company. Service. Pending.

No. 2796. E. A. Philbrick (Hoquiam) v. Railways. Switching. Pending.

No. 2797. A. C. Seldell & Son (Sedro Woolley) v. Skagit Improvement Company. Service. Pending.

No. 2798. Commission v. Railways. Rules on clearances. Pending.

No. 2799. W. E. Moore (Salt Lake City) v. Oregon-Washington Railroad & Navigation Company. Equipment. Pending.

No. 2800. J. M. Haley (Husum) v. Oregon & Washington Telephone Company. Service. Pending.

No. 2801. Fred Reisenauer (Colton) v. Washington Water Power Company. Discrimination. Closed. Discrimination eliminated.

No. 2802. Brotherhood of Railway Trainmen v. Railways. Clearances. Pending.

No. 2803. Ralph Woods (Tacoma) v. Pacific Telephone & Telegraph Company. Installation charge. Closed.

No. 2804. J. B. Schweiger (La Crosse) v. Oregon-Washington Railroad & Navigation Company. Overcharge on grain bags. Pending.

No. 2805. Citizens of Fishtrap v. Northern Pacific Railway Company. Closing of station. Closed. Agency reopened.

No. 2806. Seaview Mercantile Company (Seaview) v. Union Pacific. Filling of ditch. Closed.

No. 2807. H. R. George (Seattle) v. Puget Sound Traction, Light & Power Company. Service. Pending.

No. 2808. A. S. Goss (Kennewick) v. Pacific Power & Light Company. Service. Pending.

No. 2809. A. E. Lundeen (Rochester) v. Oregon-Washington Railroad & Navigation Company and Chicago, Milwaukee & St. Paul Railway. Facilities for shipping at Helsing Junction. Pending.

No. 2810. J. W. Graham (Tonasket) v. Bonaparte Land Company. Water service. Pending.

No. 2811. Erickson & Densow (Withrow) v. Great Northern Railway Company. Car shortage. Pending.

No. 2812. W. C. Robinson (Everett) v. Puget Sound Telephone Company. Installation charge. Closed.

No. 2813. R. E. Alexander (Wilbur) v. Pacific Telephone & Telegraph Company. Installation charge. Closed.

No. 2814. Frank Strauss (Gloyd) v. Northern Pacific Railway Company. Fencing of right-of-way. Closed.

No. 2815. A. H. Kersey (Camas) v. Camas Telephone Company. Service. Pending.

No. 2816. Labor investigation. Pending.

No. 2817. W. F. McCracken (Anacortes) v. Washington Power, Light & Water Company. Deposit. Pending.

No. 2818. F. M. Kenney (Olympia) v. Pacific Telephone & Telegraph Company. Minute minimum. Closed.

No. 2819. Town of Pacific v. Puget Sound Traction, Light & Power Company. Lights. Pending.

No. 2820. J. S. Bushnell (Pilchuck) v. Northern Pacific Railway Company. Station road. Pending.

No. 2821. Mrs. K. Winslow (Seattle) v. Seattle Lighting Company. Meter service. Closed.

No. 2822. Theodor Suksdorf (Bingen) v. Pacific Power & Light Company. Power line right-of-way. Closed.

No. 2823. L. H. Palmer (Eltopia) v. Dalles-Columbia Steamboat Company. Transporting freight. Closed.

No. 2824. J. F. Cress *et al.* (Seattle) v. Seattle Lighting Company. Gas main extension. Pending.

No. 2825. Commission v. Ridgefield, Sara & Vancouver Farmers' Union Telephone Company. Violation electric code. Pending.

No. 2826. Commission v. Bartley & McClellan Shingle Company (Ridgefield). Violation electric code. Pending.

No. 2827. Alfred W. Dyer (Seattle) v. Lorenz Bros. Steamer stops. Pending.

No. 2828. Eagle Harbor Transportation Company and Kitsap Transportation Company v. H. N. Jesper. Violation tariff rates. Pending.

No. 2829. R. C. Julian (Attalla) v. Pacific Power & Light Company. Service cut-off. Closed. Service restored.

No. 2830. E. E. Kelley (Bishop) v. Camas Prairie Railway. Change of shipping point. Closed. Shipping point continued.

No. 2831. Alvin Rathbun (Anacortes) v. Washington Power, Light & Water Company. Refusal of service. Closed. Service granted.

No. 2832. J. Evans *et al.* (Grant Orchards) v. Grant Orchards Reclamation District and the Assets Realization Company. Irrigation service. Closed.

No. 2833. Boyd-Conlee Company (Spokane) v. Great Northern Railway Company. Overcharge on wheat shipment. Pending.

No. 2834. Mrs. Minnie LaForge (Anacortes) v. Washington Power, Light & Water Company. Service. Pending.

No. 2835. Elbert Chandler (Burbank) v. Burbank Company. Increased rates. Pending.

No. 2836. Seattle Grain Company (Seattle) v. Railways. Shortage on wheat shipments. Pending.

No. 2837. J. M. Bell (Morton) v. Chicago, Milwaukee & St. Paul Railway. Claim for damages. Closed. No jurisdiction.

No. 2838. A. H. Fischer (Seattle) v. Puget Sound Traction, Light & Power Company. Operation of cars. Pending.

No. 2839. Triumph Ice Machine Company (Seattle) v. Railways. Storing empty cars on spurs. Closed. Relief granted.

No. 2840. Commission v. Railways. Loading cars to capacity. Pending.

No. 2841. Mrs. Lewis A. Smith (Anacortes) v. Washington Power, Light & Water Company. Lack of service. Pending.

No. 2842. National Cash Register Company (Seattle) v. The Bremerton Light Company. Overcharge. Pending.

No. 2843. East Spokane Township v. Oregon-Washington Railroad & Navigation Company. Planking of crossings. Closed. Planking satisfactorily done.

No. 2844. John P. Helphrey (Curlew) v. Great Northern Railway Company. Overcharge on car of wheat. Transferred to formal hearing 2058.

No. 2845. V. V. Westgate (Spokane) v. Great Northern Railway Company. Overcharge on shipment of household goods. Closed.

No. 2846. Mrs. Ella C. Henderson (Two Rivers) v. Burbank Company. Irrigation service. Closed.

No. 2847. Henry M. Powell *et al.* (Seattle) v. Pacific Northwest Traction Company. Location of Foy station. Pending.

No. 2848. Bilrowe-Alloys Company (Tacoma) v. Great Northern Railway Company. Overcharge on manganese. Pending.

No. 2849. Miss Mabel Dodson (Chicago) v. Northern Pacific Railway Company. Wrong ticket sold. Closed.

No. 2850. Frank Randolph (Klickitat) v. Klickitat Northern Railway Company. Long hours. Pending.

No. 2851. D. S. Norris (Lyle) v. L. H. Lawson, Receiver. Water service. Pending.

No. 2852. R. R. Williams (Shelton) v. P. W. Peterson, Operator of Launch "Pickering." Trips and damages. Closed.

No. 2853. Camas Prairie Creamery Company (Laurel) v. Wyers Stage & Livery Company. Rates and refusal of service. Closed.

No. 2854. S. & N. A. Marx (Chico) v. Pacific Telephone & Telegraph Company. Rates. Pending.

No. 2825. J. L. Sutherland (Vancouver) v. Pacific Telephone & Telegraph Company. Free service for Red Cross. Closed.

No. 2856. Thomas W. Jacobs (Mansfield) v. Town of Mansfield. Water main extension and assessments. Closed.

No. 2857. F. W. Moore (Bremerton) v. Pacific Telephone & Telegraph Company. Inefficient service. Pending.

No. 2858. G. H. Mottinger (Mottinger) v. Railways. Livestock transportation. Pending.

No. 2859. H. H. Matteson (Olga) v. George W. Lewis. Dangerous wharf. Pending.

No. 2860. M. S. Meeks (White Bluffs) v. Pacific Power & Light Company. Renewal of contract. Pending.

No. 2861. Fred Bergren (South Bend) v. South Bend Water Company. Rates. Pending.

No. 2862. C. Hanford (Seattle) v. Wells Fargo Express Company. Express facilities at Beverly. Pending.

No. 2863. W. B. Brooke (Walla Walla) v. Pacific Telephone & Telegraph Company. Reconnection charge. Closed.

No. 2864. W. H. Strange (Almota) and S. E. Swift (Penawawa) v. Central Ferry. Violating tariff. Pending.

No. 2865. Harrison Bros. (Tacoma) v. Tacoma Eastern Railway. Overcharge on cordwood shipments. Pending.

No. 2866. Mrs. Lillian Marvin (Anacortes) v. Washington Power, Light & Water Company. Service. Pending.

No. 2867. Sperry Flour Company (Tacoma) v. Northern Pacific Railway Company. Overcharge on mill-in-transit rate. Pending.

No. 2868. Alaska Junk Company (Seattle) v. Great Northern Railway Company. Rate on empty cement sacks. Pending.

No. 2869. Hill Crest Lumber Company (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Company. Overcharge on shipment of lumber. Pending.

No. 2870. Northport Smelting & Refining Company *et al.* (Northport) v. Oregon-Washington Railroad & Navigation Company. Increase in rates on ore. Closed. Increase cancelled.

No. 2871. Northwestern Junk Company (Seattle) v. Great Northern Railway Company. Excessive switching charge. Pending.

No. 2872. W. P. Myers (Opportunity) v. Spokane & Inland Empire Railway Company. Station facilities. Pending.

No. 2873. J. H. Bloedel (Seattle) v. Northwest Telephone Company. Service. Pending.

No. 2874. Pacific Tire Company (Tacoma) v. Pacific Telephone & Telegraph Company. Service. Closed. Satisfactorily adjusted.

No. 2875. Hedlund Box & Shingle Company (Spokane) v. Chicago, Milwaukee & St. Paul Railway Company. Basis for charging freight on cordwood. Pending.

No. 2876. Pacific Coast Biscuit Company (Seattle) v. Great Northern Railway Company. Excessive demurrage charge. Closed. Charge refunded.

No. 2877. A. T. Russell (Seattle) v. Seattle Lighting Company. Installation charge. Pending.

No. 2878. Roslyn-Cascade Coal Company (Roslyn) v. Railways. Coal rates. Pending.

No. 2879. C. P. Hunt (Bossburg) v. Great Northern Railway Company. Spur at Evans. Pending.

No. 2880. Commission v. Great Northern Railway Company. Station protection at Leavenworth. Pending.

No. 2881. Commission v. Northwest Improvement Company (Roslyn). Violation electric code. Pending.

No. 2882. Pomeroy Independent Company (Pomeroy) v. Pacific Telephone & Telegraph Company. Connection charge. Closed.

No. 2883. V. H. Mattson (Spokane) v. Pacific Telephone & Telegraph Company. Reconnection charge. Closed.

No. 2884. Mrs. C. C. McKay (Vancouver) v. North Coast Power Company. Water charges. Pending.

No. 2885. Horace J. Walker (Bryn Mawr) v. Seattle & Rainier Valley Railway. Fares. Pending.

No. 2886. Far West Clay Company (Tacoma) v. Chicago, Milwaukee & St. Paul Railway. Overcharge claim. Pending.

No. 2887. Mrs. R. L. Woodman *et al.* (Seattle) v. Seattle Lighting Company. Gas service extension. Pending.

No. 2888. Attalia Valley Grange (Attalia) v. Oregon-Washington Railroad & Navigation Railway. Station at Attalia. Pending.

No. 2889. Blackman Orchard Co. (Brewster) v. Great Northern Railway Company. Lease for warehouse purposes. Pending.

No. 2890. Inland Cider & Vinegar Works (Spokane) v. Great Northern Railway Company. Excessive rate on cull apples. Pending.

No. 2891. Frank E. Burns (Seattle) v. Pacific Telephone & Telegraph Company. Service at Three Tree Point. Closed.

No. 2892. Albers Bros. Milling Company (Seattle) v. Railways. Rate on peas. Closed.

No. 2893. Baker-Langdon Orchard Company (Walla Walla) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2894. Seattle Postoffice v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2895. H. M. Anderson (Palouse) v. Idaho & Montana Railway. Rebate on ticket to Palouse. Pending.

No. 2896. Northern Pacific Railway Company v. Grant County Power & Light Company (Coulee City). Violation overhead construction. Pending.

No. 2897. Mrs. J. B. Humphrey *et al.* (White Salmon) v. White Salmon Water Company. Water shortage. Pending.

No. 2898. Chas. H. Steffen (Seattle) v. Riverton Water Company. Impure water. Pending.

No. 2899. Merritt Realty Company (Seattle) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2900. Eli P. Norton (Tacoma) v. Tacoma Gas Company. Installing service at contracted price. Pending.

No. 2901. Tolt Commercial Club v. Northern Pacific and Chicago, Milwaukee & St. Paul Railway. Side track at Tolt. Pending.

No. 2902. Harry Ward (Port Orchard) v. North Pacific Public Service Company. Excessive charge. Pending.

No. 2903. C. R. McMillin (Seattle) v. Des Moines Rural Telephone Company. Installation and disconnection. Pending.

No. 2904. Farmers' Telephone Company (St. John) v. Pacific Telephone & Telegraph Company. Long distance connection. Pending.

No. 2905. Citizens of Tonasket v. Bonaparte Land Company. Insufficient water. Pending.

No. 2906. Wm. Potter (Battle Ground) v. Northern Pacific Railway Company. Damage to shipment of household goods. Pending.

No. 2907. Mrs. W. H. Kasch (Anacortes) v. Inter-Island Navigation Company. Financial mismanagement. Pending.

No. 2908. Patrons v. Seattle Lighting Company. Increased rates. Transferred to formal hearing 4528.

No. 2909. Mrs. C. Schrotke (Bothell) v. Bothell Telephone Company. Rates. Closed.

No. 2910. Thompson Fruit Company (North Yakima) v. Valley Telephone Company. Toll service. Pending.

No. 2911. Commission v. Express Companies. Closing freight stations at 4:30 p.m. Pending.

No. 2912. Residents of Brown's Addition (Camas) v. Camas Water Company. Service. Pending.

No. 2913. Commission v. Washington Water Power Company. Violation electric code at Palouse. Pending.

No. 2914. British Columbia Copper Company v. Great Northern Railway Company. Overcharge on coke. Pending.

No. 2915. Mills Bros. (Wenatchee) v. Great Northern Express Company. Claim for merchandise lost. Closed. Claim settled.

No. 2916. M. J. Roberts (Roza) v. Northern Pacific Railway Company. Train service at Roza. Pending.

No. 2917. Winlock Home Telephone Company v. Winlock Water Company. Rates to sub-tenant. Pending.

No. 2918. Charles F. Wright (Portland) v. Lyle Telephone Company. Service. Pending.

No. 2919. Council of Ilwaco v. North Shore Light & Power Company. Excessive and unjust charges. Pending.

No. 2920. City of Auburn v. Northern Pacific Railway Company. Track service for manufacturing plants. Pending.

No. 2921. H. Krogh (Tacoma) v. Steamer "Vashon." Freight overcharge. Pending.

No. 2922. George F. Yantis (Olympia) v. Olympia Light & Power Company. Failure to furnish service. Closed.

No. 2923. V. G. Corkins (Presidio, Cal.) v. Oregon-Washington Railroad & Navigation Company. Storage charge. Closed. Overcharge refunded.

No. 2924. Fred Robinson (North Yakima) v. Pacific Telephone & Telegraph Company. Failure to furnish service. Pending.

No. 2925. Echo Valley Colville Telephone Company (Colville) v. Pacific Telephone & Telegraph Company. Toll rate collection. Pending.

No. 2926. R. I. Brown (Tacoma) v. Pacific Telephone & Telegraph Company. Reconnecting charge refund. Pending.

No. 2927. Commission v. West Crescent & Farmers' Co-Operative Telephone Company (Reardan). Violation electric code. Pending.

No. 2928. Commission v. Davenport Telephone Company (Davenport). Violation electric code. Pending.

No. 2929. Commission v. Hite Telephone Company (Hite). Violation electric code. Pending.

No. 2930. Commission v. Washington Water Power Company (Spokane). Violation electric code at Reardan. Pending.

No. 2931. Commission v. Washington Water Power Company (Spokane). Violation electric code at Harrington. Pending.

No. 2932. D. A. Gillette (North Yakima) v. Woodhouse Telephone Company. Increased rates. Pending.

No. 2933. Seaview Mercantile Company (Seaview) v. Oregon-Washington Railroad & Navigation Company. Refund, paper delivery and rotten ties. Closed.

No. 2934. Mrs. E. T. Guffin (Warden) v. Hicksville, Wheeler Telephone Company. Service. Pending.

No. 2935. V. H. Wilson (Tumwater) v. Tumwater Power & Water Company. Water extension. Pending.

No. 2936. A. P. McGuinness (Everett) v. Everett Railway, Light & Power Company. Discount. Pending.

No. 2937. W. F. DeLong (Wallula) v. Oregon-Washington Railroad & Navigation Company. Dangerous crossing. Pending.

No. 2938. Investigation death of Peter Coackley on October 5, 1917. Closed.

No. 2939. Investigation death of Mrs. F. W. Wells on October 8, 1917.

No. 2940. Investigation death of John Dealey on October 8, 1917. Closed.

No. 2941. Investigation death of E. E. Wright on October 12, 1917. Closed.

No. 2942. Investigation death of A. S. Cass on October 14, 1917. Closed.

No. 2943. D. M. Ferguson (Miles City, Mont.) v. Great Northern Railway Company. Demurrage charge. Pending.

No. 2944. Albert T. Johnson (Port Angeles) v. Northwestern Power and Manufacturing Company. Light service extension. Closed.

No. 2945. Residents of Union Pacific Addition (Aberdeen) v. Grays Harbor Railway, Light & Power Company. Service. Pending.

No. 2946. Medical Lake Telephone Company (Medical Lake) v. Washington Water Power Company. Violation electric code. Pending.

No. 2947. G. R. Spoonemore (Oroville) v. Great Northern Railway Company. Fencing right-of-way. Pending.

No. 2948. City of Stevenson v. Great Northern Railway Company. Train service. Pending.

No. 2949. Investigation death of Jerry DeBruen on October 19, 1917. Closed.

No. 2950. Investigation death of Alfred Edwin on October 13, 1917. Closed.

No. 2951. A. Polson (Olympia) v. Puget Sound Navigation Company. Overcharge. Pending.

No. 2952. J. A. Morris (Buckley) v. Puget Sound Traction, Light & Power Company. Extension of service. Pending.

No. 2953. Jerry Paolergio (Goshen) v. Puget Sound Traction, Light & Power Company. Power for motor pump. Pending.

No. 2954. Investigation death of Monroe K. Miller, October 25, 1917. Closed.

No. 2955. Charles H. Lilly Company (Seattle) v. Northern Pacific Railway Company. Insufficient service Kittitas district. Pending.

No. 2956. Investigation death of unknown Japanese, October 29, 1917. Pending.

No. 2957. Star Machinery Company (Seattle) v. Great Northern Railway Company. Spur track. Pending.

No. 2958. J. B. Duncan (Vancouver) v. North Coast Power Company. Penalty charges. Pending.

No. 2959. Investigation death of Mrs. Anna Glascock, November 2, 1917. Closed.

No. 2960. North Pacific Lumber Company (Seattle) v. Northern Pacific and Hartford Eastern. Excessive rates on logs. Pending.

No. 2961. C. V. Rankin (Port Ludlow) v. Northern Pacific Railway Company. Overcharge on shipment of household goods from Roosevelt to Port Ludlow. Pending.

No. 2962. Dr. Frederick Cook (Seattle) v. Northern Pacific Railway Company. Overcharge on shipment of lumber from Ballard to Snohomish Logging Company spur. Pending.

No. 2963. Miss Myrtle Boone (Olympia) v. Northern Pacific Railway Company. Lost baggage. Pending.

No. 2964. Investigation death of unknown Japanese, November 3, 1917. Closed.

No. 2965. Fred Forbes (Grandview) v. Oregon-Washington Railroad & Navigation Company. Cars for apple crop. Pending.

No. 2966. Mrs. Paul Balletti (Tenino) v. North Coast Power Company. Light service. Pending.

No. 2967. L. Stubblefield (Fruitland) v. Cedar Canyon Telephone Company. Service. Pending.

No. 2968. F. H. Thomas (Seattle) v. Seattle Lighting Company. Exorbitant penalty. Pending.

No. 2969. Mrs. Oswald Maurer (Port Orchard) v. Pacific Telephone & Telegraph Company. Extension of service. Pending.

No. 2970. A. W. McCoy (Puyallup) v. Northern Pacific Railway. Delay in shipments. Pending.

No. 2971. Mrs. Alice Vance Robinson (Seattle) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2972. L. H. Darwin (Seattle) v. Gold Bar Telephone Company. Disconnection. Closed.

No. 2973. J. Canby Morgan (Portland) v. Spokane, Portland & Seattle Spur at Cape Horn. Pending.

No. 2974. Citizens of Hoquiam v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 2975. Investigation death of unknown man, November 8, 1917. Pending.

No. 2976. Investigation death of George Holland, November 6, 1917. Closed.

No. 2977. Investigation death of Pauline Bishop, November 9, 1917. Burlington station. Pending.

No. 2978. Potlatch Lumber Company (Potlatch, Idaho) v. Northern Pacific Railway Company. Rates from Palouse to Spokane. Pending.

No. 2979. W. M. Round (Long Beach) v. Ilwaco Telephone & Telegraph Company. Toll charge. Pending.

No. 2980. Citizens of Cheney v. Cheney Light & Power Company. Increased phone rates. Pending.

No. 2981. U. D. McSherry (Kennewick) v. Oregon-Washington Railroad & Navigation Company. Household goods lost in transit. Pending.

No. 2982. Investigation death of W. M. Haney at Sumner, November 16, 1917, on line of Northern Pacific. Pending.

No. 2983. Henry Sicaid (Puyallup) v. Puget Sound Electric Company. Dangerous crossing. Closed. Stop orders issued to trainmen.

No. 2984. W. H. Strange (Almota) v. John Knight. Not charging rates provided by tariff. Pending.

No. 2985. Investigation deaths of Willie Green, Frank Sweigle and Edward Walters, November 20, 1917, at Artesia on line of Oregon-Washington Railroad & Navigation Company. Pending.

No. 2986. Investigation death of J. Corning, overcome by gas at Tacoma Grocery Company, November 18, 1917. Closed.

No. 2987. Investigation death of Mrs. Catharine A. Cowell, November 20, 1917, at Puyallup, on line of Northern Pacific. Pending.

No. 2988. Investigation death of Joseph H. Crandell, November 23, 1917, near Marshall, on line of Oregon-Washington Railroad & Navigation Company. Pending.

No. 2989. Investigation death of Viola Moore near Outlook, November 5, 1917, result of contact with guy wire of Pacific Power & Light Company. Pending.

No. 2990. Town Council of Yacolt v. Northern Pacific Railway Company. Unsanitary toilet and blocking of crossing. Pending.

REPORT OF CHIEF ENGINEER.

OLYMPIA, WASH., December 1, 1917.

The Public Service Commission of Washington, Olympia, Washington.

GENTLEMEN: Complying with your instructions of recent date, the following report is submitted as covering the work of the Engineering Department during the fiscal year ending November 30, 1917:

PACIFIC POWER AND LIGHT CASE.

The electric properties of the Pacific Power and Light Company had been appraised and a valuation found as of the date of December 31, 1914. During the early part of the present year this department secured additional data and submitted a report giving a detailed study and segregation of plant, earnings and operating expenses.

MARCUS LIGHT AND WATER CASE.

The Marcus Light and Water Company supplies the town of Marcus in Stevens county with light and water. The water is pumped from the Columbia river. The electric energy is purchased from the Stevens County Power and Light Company and distributed by the Marcus Company. An investigation of the accounts and records of the company was made, and a report submitted covering the cost of property and the earnings and operating expenses up to the date of December 31, 1916.

SPOKANE JITNEYS.

In order that data might be secured for submission to various officials and to legislative committees, a short study of the jitney situation was made in Seattle in 1915. To supplement this data a similar study, only more thorough, was made in January of this year for the information of officials and committees during the last session of the legislature. This data was secured from a check of the situation in Spokane and in the main confirmed the conclusions made from the Seattle study two years previous, as well as giving additional information. The study in the Spokane case was verified by a study of the operating statistics of both the street railways, secured at the same time and covering the corresponding period.

WASHINGTON POWER, LIGHT AND WATER COMPANY.

The Washington Power, Light and Water Company supplies the city of Anacortes with water for domestic, commercial and public use, and also supplies the light and power sold in the city and the immediate vicinity. An investigation was made of the physical features of the water plant, giving particular attention to the source and quality of supply, condition of the facilities for rendering service and the adequacy of the service, and a detailed report submitted under the date of March 29, 1917. Growing out of the hearing, at which this report was presented and supplemented by testimony, quite extensive improvements were ordered.

Due to rate complaints having been filed, and prior to hearings in regard thereto, an appraisal and investigation of both the water plant and electric plant was made. An actual field inventory of the physical plant units of both

systems was taken. From this inventory and a complete investigation of company records, a report was finally submitted under the date of July 23, 1917. This report was presented at a hearing held in Anacortes September 11th, and a subsequent hearing in Seattle, October 26th. From the facts thus ascertained, together with testimony submitted, a value of both properties for rate-making purposes was found by the Commission.

GOLD BAR LIGHT AND WATER CASE.

The Gold Bar Light and Water Company owns and operates the light and water systems in the town of Gold Bar, Snohomish county. The community supplied is rather small and the plants are not very extensive. The water system is a gravity system and is supplied from Olney Creek. The electric system consists of a distribution system and a transmission line from Gold Bar to Sultan, from which latter place electric energy is secured from the Sultan Electric Company.

From an investigation of the books and records of the company, a report was compiled and submitted, showing the cost of property and the earnings and operating expenses to the date of December 31, 1916, together with other statistical operating data sufficient to permit the Commission arriving at a decision in the case.

CHENEY LIGHT AND POWER CASE.

The Cheney Light and Power Company owns and operates a distribution system in the city of Cheney for the purpose of supplying light and power within the city and in the immediate vicinity.

The company owns no generating plants, transmission lines or substations, but purchases electric energy from the Washington Water Power Company at the switchboard of the latter company's Cheney substation. The Cheney Light and Power Company's plant was appraised and an investigation of their plant and operating records was made. The final report was submitted at a hearing held in Cheney, September 25th, following which a valuation was placed upon the property and a rate adjustment made.

STATE RAILROAD MAP.

During the year 1913 the railroad map of the state issued by the Commission had been revised and had since that date been issued under that revision. This map was again revised during the early part of the present year and a new map, corrected up to the date of June 30, 1917, is now available. This gives the Commission the most complete and up-to-date railroad map of the State of Washington now issued.

PUGET SOUND TELEPHONE COMPANY.

Prior to 1916 both the Pacific Telephone and Telegraph Company and the Independent Telephone Company owned and operated separate exchanges in Everett, Anacortes, Mt. Vernon, Snohomish, Sedro Woolley, Arlington, Stanwood, Monroe, Burlington, Marysville and Bothell. In other words, there were dual telephone systems in these communities. The Pacific Company in the same portion of the state owned and operated exchanges at Oak Harbor, Coupeville, Sultan, Startup and Edison, while the Independent Company owned and operated exchanges at Vashon, Duval, Granite Falls, Lake Stevens, La Conner and Darrington.

Early in 1916 the Puget Sound Telephone Company was organized, which took over all of these exchanges and the greater part of the toll lines connecting them, and at the present time the Puget Sound Company owns and operates the exchanges in the following towns: Anacortes, Arlington, Burlington, Everett, Marysville, Mount Vernon, Monroe, Sedro Woolley, Snohomish, Stanwood, Darrington, Tolt, Duval, Granite Falls, Coupeville, Edison, Oak Harbor. The Vashon exchange was sold to the Pacific Telephone and Telegraph Company, Sultan and Startup exchanges were sold to the Northwest Telephone Company, and the Bothell exchange was sold to the Bothell Telephone Company.

During the latter part of the year an examination of the situation existing in the district was made by this department with the purpose in mind of determining the progress made in the consolidation of the duplicate exchanges and the elimination of the dual systems, the effect of the consolidation on the business, a check of the service and such other information as could be ascertained from a general study and survey of the situation. This report is now completed and ready to be presented to the Commission for their consideration.

GAS RATE CASES.

During the last two months of the year an unusual volume of work has been required of this department in connection with hearings regarding proposed rate increases by gas companies. The following companies and communities have been involved:

The Seattle Lighting Company, which supplies gas to the city of Seattle and some of the adjacent outlying communities; the Tacoma Gas Company, which supplies gas to the city of Tacoma and also to Puyallup, Rustin, Regents Park, Camp Lewis and Dupont; the Olympia Gas Company, which supplies gas to Olympia and the immediate vicinity, and the Puget Sound Gas Company, which supplies gas to the towns of Everett, Snohomish and Monroe and their immediate vicinities.

In the case of the Seattle Lighting Company, there had been an investigation and valuation of the property up to the date of June 30, 1914. An investigation of the accounts and records of the company was made, bringing the plant to the date of August 31, 1917, and a report was submitted to the Commission which in addition included statements covering the operations of the company down to this same date, as well as statistical data bearing on the case.

The Tacoma plant had been investigated and appraised and a valuation found as of the date of December 31, 1911. This case was handled in precisely the same manner as the Seattle case and a similar report compiled and submitted covering the interval from the above date to October 31, 1917.

In the case of Olympia Gas Company, no previous investigation had been made, but a cost of property statement as of October 31, 1917, was compiled and submitted in a report compiled in the same manner and covering the same relevant matters as in the other cases.

The Puget Sound Gas Company property in the city of Everett had not been previously investigated as a whole, although the portion of the property in Snohomish and Monroe had been appraised in 1914. This case was handled as were the other cases previously mentioned and a report submitted.

All of these cases have been considered emergency matters and other work in the department has been temporarily delayed in order to expedite them.

THE WASHINGTON WATER POWER CASE.

This case has been mentioned in two previous reports. Early in the year we were able to again take up this work and it had been scheduled for completion about the end of the present year. Emergency cases previously mentioned have delayed the completion of the final report in this case from sixty to ninety days, consequently this report will be ready early in the coming year.

OVERHEAD CONSTRUCTION OR SAFETY CODE RULES.

Beginning early in the year 1915 the Commission, through this department, has been closely in touch with the National Bureau of Standards in connection with their work on the National Electrical Safety Code, looking to increased safety in construction and operation of electrical properties, as well as the establishment of greater uniformity of standards. A number of conferences with workers and utilities were held, but just prior to the convening of the last legislature the matter was allowed to lapse, due to the possibility of some definite action being taken by that body. Their action consisted in extending the time limit of the section commonly known as the "retroactive section" to 1922.

This matter has again been taken up with rather promising prospects of a revision of our existing rules. It is contemplated in this revision to take all advantage of the National Code at all consistent with the spirit of our statute.

The Bureau of Standards has permitted Mr. W. C. Wagner, assistant electrical engineer, to devote his entire time for the past month in assisting this department in this work.

Mr. Wagner is probably as thoroughly acquainted with the National Code as any engineer whom they might have furnished us, and is equally well acquainted with our present state code. We thoroughly appreciate his assistance in this matter and feel that definite results will accrue early in the coming year.

FINANCIAL STATEMENT.

The following statement has been prepared to show the expense of maintaining the department for the past year, and covers everything except supplies, etc., handled through the main office:

Salaries	\$11,772 82
Mileage	459 08
Expenses	1,154 17
Total.....	\$13,386 07

There are continually coming to this department many matters of routine which it is impossible to mention in detail. These include studies and investigations of rate schedules of all classes of utilities, except railways, which should all very properly be so referred and handled, since the problems involved are clearly engineering and should not be entrusted to parties not possessing such training.

Regardless of the fact that our present quarters are not the most satisfactory and convenient, and are not conducive to the efficiency desired in an engineering office, we feel that the department has rendered good account of itself during the past year.

Respectfully submitted,

T. E. PHIPPS, *Chief Engineer.*

REPORT OF RAILROAD TRACK SCALE EXPERT.

DECEMBER 1, 1917.

The Public Service Commission of Washington, Olympia.

GENTLEMEN: I am pleased to hand you herewith my sixth annual report of railroad track scale testing in the State of Washington, and including seven scales tested in the state of Idaho by request of carriers in this state.

These tests cover a period from November 1, 1916, to December 1, 1917. In making these tests we used our Washington and Oregon scale test car No. 1, weight 60,000 pounds, wheel base six feet. As this test car is used jointly by Washington and Oregon, I had same calibrated at Portland, Oregon, March 5, 1917, by representatives of the weights and measures department of the states of Washington and Oregon, and it was also calibrated September 5, 1917, at Seattle, by Mr. L. R. Boyer of the Bureau of Standards, Washington, D. C., using federal railroad track scale testing car No. 2.

I am also attaching a list of all scales tested, showing their location, number, and date of each testing, and errors as shown per section light and heavy.

SUMMARY OF SCALES TESTED.

- Total number of scales tested, 106.
- Total number of tests made, 133.
- Scales tested belonging to carriers, 77.
- Scales tested belonging to industries, 22.
- Scales tested in state of Idaho, 7.
- Scales tested and not sealed, carriers, 8.
- Scales tested and not sealed, industrial, 5.
- Scales tested and resealed, carriers, 3.
- Scales tested and resealed, industrial, 1.
- Number of scales refitted since last report, carriers, 9.
- Number of scales refitted since last report, industrial, 7.
- Number of scales tested not having our seal attached, November 30, 1917, carriers, 6.
- Number of scales tested not having our seal attached, November 30, 1917, industrial, 3.
- Number of days employed making tests, 242.
- Salary and expense incident to making tests, \$2,252.49.
- Average cost per test, \$17.00.

In making the above test about 8,000 miles of mileage was used.

OTHER EXPENSES.

One emery pivot grinder.....	\$12 00
Two 25-ton Norton Jacks.....	85 00
Changing wheel-base of test car from 8 feet to 6 feet...	134 88
Printing	3 74
Total.....	\$235 62

SCALES WITHOUT OUR SEAL ATTACHED.

(December 1, 1917.)

	Scale Number	Seal Removed
O.-W. R. & N. Co., Tono, Washington.....	175400	Aug. 6, 1917
O.-W. R. & N. Co., Tono, Washington.....	175403	Aug. 6, 1917
Puget Sound Elec. Ry. Co., Seattle, Washington.....	170945	Nov. 16, 1917
N. P. Ry. Co., Sumas, Washington.....	140241	July 2, 1917
N. P. Ry. Co., Wingate, Washington.....	127154	Nov. 9, 1917
G. N. Ry. Co., Tacoma, Washington.....	190887	Oct. 26, 1917
Pacific Coast Steel Co., Seattle, Washington.....	686553	May 7, 1917
Griffin Wheel Co., South Tacoma, Washington.....	.....	May 2, 1917
		Not Sealed
Pacific Shipping & Fuel Co., Grand Ridge.....	137020	July 25, 1917

SCALES TAKEN OUT OF SERVICE.

(December 1, 1917.)

	<i>Scale Number</i>	<i>Taken out of Service</i>
S. I. E. Ry. Co., Palouse, Washington.....	175272	Aug. 24, 1917
Centennial Mill Co., Seattle, Washington.....	135285	Apr. —, 1917
Pacific Coast Steel Co., Seattle, Washington.....	686553	May 2, 1917

NEW SCALES INSTALLED SINCE LAST REPORT.

- G. N. Ry. Co., Oroville, Wash., November, 1916, No. 158027, Fairbanks refitted, 100-ton, 50-foot platform, steel construction, rigid deck, concrete foundation.
- O.-W. R. & N. Ry. Co., Seattle, Wash., December 4, 1916, No. E-307437, Fairbanks 4-section, 150-ton, 50-foot platform, steel construction, rigid deck, concrete foundation.
- O.-W. R. & N. Ry. Co., Spokane, Wash., March 28, 1917, No. E-305736, Fairbanks 4-section, 150-ton, 50-foot platform, steel construction, rigid deck, concrete foundation.
- N. P. Ry. Co., South Tacoma, Wash., May 1, 1917, No. E-239064, Fairbanks 4-section, 150-ton, 50-foot platform, steel construction, rigid deck, concrete foundation.

INDUSTRIAL.

- Falls City Mill & Feed Company, Spokane, Wash., October, 1916, No. 154835, Fairbanks refitted, 80-ton, 5-section, 50-foot platform, plain deck, wood construction, concrete foundation.
- Port of Seattle, Seattle, Wash., July, 1917, No. E-286734, Fairbanks 5-section, 100-ton, 50-foot platform, wood construction, rigid deck, concrete foundation.

During the first part of January, 1917, our test car was given general repairs. The wheel base was changed from eight feet to six feet. Some of the the public service commission of Oregon paid one-half. The test car is now in very good order with the exception of some few minor repairs.

At this time I want to call your attention to the fact that many cars are coming to this state having a gross weight running from 175,000 to 205,000 pounds and a marked capacity of 140,000 pounds. This is more than the capacity of 80 per cent of the scales now in use in this state, and on account of the shortage of cars, shippers are loading all cars to the extreme limit, and many of them are heavier than the capacity of the lighter scales. Many of these scales are of a very old type and the construction is of wood. With these heavy loads the bridge timbers spring, twist, spread and crush at the bearings, causing the scales to be frequently out of order, and in order to get the weight on cars that are more than capacity of the scales, weigh-masters are weighing one-half of the car at a time. This does not always give correct weight so, therefore, I would suggest that some action be taken at this time to replace these old types of scales with modern scales of steel construction and rigid deck within a reasonable time. I would recommend that the railroad track scales specifications gotten out by the Bureau of Standards, Washington, D. C., be adopted or the specifications recommended by the American Railway Association, which are very similar. When it is found necessary to take one of these old types of scales for general repairs, I would suggest that it be replaced with a scale to conform to specifications adopted by this Commission, except that the Commission may extend the time to suit conditions.

I also wish to advise that owing to the heavy loading of all cars at the coal mines, I find that the scales now in use there are not suitable. The location is poor, most of the scales are of a very old and obsolete type with wood construction, and on account of this heavy loading of the cars these scales are out of order much of the time, and as I have had several complaints in the

past year from coal dealers, and purchasers of carloads of coal claiming short weight, I would recommend that weighing facilities at all of the coal mines in this state be improved as soon as practicable.

I would also call your attention at this time to our needs of better equipment for standardizing our scale testing car. Our method in the past has been using of test weights that are carried in the test car and select a new scale, if possible, and standardize same with test weights and then weighing our test car. To show you the difficulty in getting a correct weight in this way, will state that while Mr. L. R. Boyer was here with the federal scale testing car he standardized our car at Seattle on a new scale and found the car to be about 30 pounds short on 60,000 pounds. He again tested it at Portland after the 30 pounds had been added, and the car had traveled about 1,000 miles, and found the car to be 20 pounds heavy, and again it was tested on a new scale at Roseburg, Oregon, and was found correct, and as the Northern Pacific Railway Company and the Great Northern Railway Company have scale testing cars, and there may be other test cars added in the near future, I would recommend that some action be taken for the purchase and installation of a modern master scale to be installed some place in the State of Washington, when conditions will warrant.

In conclusion, I am pleased to state that I have received as good a service from the carriers as could be expected owing to present conditions.

Respectfully submitted,

GEORGE H. KAISER, *Scale Expert.*

A complete list of all scales tested for the period beginning November 1, 1916, and ending November 30, 1917, with their location, number and date of each test, showing error by the general average per section. To get average error per carload, double the weight shown:

LIST OF SCALES TESTED.

LOCATION	Scale Number	Cap. Tons	Beam Equip.	Foundation	Date Tested	Error
Northern Pacific Railway Company—						
Walla Walla, Wash.....	143,293	80	Plain..	Concrete.	Nov. 11, 1916	H 94
					Apr. 24, 1917	H 116
Pasco, Wash.	205,281	125	T. R...	Concrete.	Nov. 12, 1916	H 100
					Apr. 23, 1917	H 28
Tacoma, Head of Bay, Wash.....	E231,798	150	T. R..	Concrete.	Jan. 23, 1917	.....
					Oct. 30, 1917	H 67
Tacoma, Head of Bay, Wash.....	143,489	100	Plain..	Concrete.	Jan. 24, 1917	L 32
					Oct. 30, 1917	H 82
Hoquiam, Wash.	E18,048	125	T. R...	Concrete.	Feb. 2, 1917	H 64
					Oct. 20, 1917	L 22
Centralia, Wash.	E33,690	125	T. R...	Concrete.	Feb. 3, 1917	H 68
Yardley, Wash.	E35,039	125	T. R...	Concrete.	Apr. 4, 1917	H 16
Spokane, Wash.	158,387	100	T. R...	Stone....	Apr. 5, 1917	H 108
Cheney, Wash.	128,635	125	T. R...	Concrete.	Apr. 6, 1917	H 32
South Tacoma, Wash.	E239,064	150	T. R...	Concrete.	May 1, 1917	H 70
South Tacoma, Wash.	3,855	100	T. R...	Concrete.	May 1, 1917	H 135
Seattle Middle Yard.....	190,398	100	T. R...	Concrete.	May 4, 1917	H 76
Seattle, 2nd Ave.....	191,423	100	T. R...	Concrete.	May 14, 1917	H 160
Auburn, No. 2, Wash.....	E35,045	125	T. R...	Concrete.	May 15, 1917	H 60
Auburn, No. 1, Wash.....	E35,050	125	T. R...	Concrete.	May 15, 1917	H 30
Kanaskat, Wash.	E137,917	100	T. R...	Concrete.	May 16, 1917	H 28
Ole Elum, Wash.....	170,927	100	T. R...	Concrete.	May 17, 1917	H 40
					July 21, 1917	H 40
Ellensburg, Wash.	E43,497	100	T. R...	Concrete.	May 18, 1917	H 124
North Yakima, Wash.....	None	100	T. R...	Concrete.	May 19, 1917	L 8
Tacoma, Moon Yard, Wash.....	E55,390	100	T. R...	Stone....	June 4, 1917	H 38

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Cap. Tons	Beam Equip.	Foundation	Date Tested	Error
Northern Pacific Ry. Co. (Concluded)—						
Everett, Wash.	None	100	T. R...	Concrete.	June 19, 1917	.....
Snohomish, Wash.	E83,048	125	T. R...	Concrete.	June 20, 1917	L 136
Bellingham, Wash.	170,809	100	T. R...	Concrete.	June 20, 1917	H 140
					Nov. 22, 1917	H 122
Sumas, Wash.	140,241	100	T. R...	Concrete.	July 2, 1917	L 168
Interbay, Wash.	170,851	100	T. R...	Wood....	July 19, 1917	H 12
Burnett, Wash.	E72,614	100	T. R...	Stone....	Aug. 2, 1917	L 8
Fairfax, Wash.	None	100	T. R...	Concrete.	Nov. 7, 1917	H 62
Wilkeson, Wash.	None	80	T. R...	Concrete.	Nov. 8, 1917	H 27
Wingate, Wash.	127,154	100	T. R...	Stone....	Nov. 9, 1917	H 36
Great Northern Railway Company—						
Spokane, Wash.	201,562	100	T. R...	Concrete.	Apr. 10, 1917	H 32
Hillyard, Wash.	E128,500	150	T. R...	Concrete.	Apr. 10, 1917	L 75
Northport, Wash.	175,139	80	T. R...	Concrete.	Apr. 12, 1917	H 60
Tacoma, Wash.	190,887	100	T. R...	Concrete.	June 6, 1917	H 36
					Oct. 26, 1917	H 28
Interbay, Wash.	143,483	80	T. R...	Concrete.	June 7, 1917	L 4
					June 24, 1917	.....
Seattle, Wash.	140,336	80	T. R...	Concrete.	June 7, 1917	L 120
Leavenworth, Wash.	3,628	100	T. R...	Concrete.	June 11, 1917	H 25
Oroville, Wash.	158,027	100	T. R...	Concrete.	June 14, 1917	L 40
Delta, Wash.	3,643	100	T. R...	Concrete.	June 19, 1917	L 25
Burlington, Wash.	143,465	80	Plain..	Concrete.	June 26, 1917	H 10
South Bellingham, Wash.	143,179	80	Plain..	Wood....	June 27, 1917	H 14
Spokane, Portland & Seattle Railway Company—						
Fallbridge, Wash.	190,299	100	Plain..	Concrete.	Nov. 9, 1916	H 132
					Oct. 16, 1917	H 30
Vancouver, Wash.	190,298	100	T. R...	Concrete.	Feb. 5, 1917	L 136
					Oct. 15, 1917	H 90
Spokane & Inland Empire Railway Company, Spokane, Wash.—						
Spokane, Wash.	170,910	100	T. R...	Stone....	Apr. 14, 1917	H 44
Palouse, Wash.	175,272	100	T. R...	Concrete.	Apr. 16, 1917	H 52
Spokane International Railway Company, Spokane, Wash.—						
Spokane, Wash.	170,711	100	T. R...	Concrete.	Mar. 29, 1917	H 60
Eastport, Idaho	170,710	100	T. R...	Concrete.	Apr. 2, 1917	L 106
Centralia Eastern Railway Company, Centralia, Wash.—						
Mendota, Wash.	190,314	100	T. R...	Wood....	Aug. 7, 1917	H 24
Tacoma Railway & Power Company, Tacoma, Wash.—						
Tacoma, Wash.	170,822	100	Plain..	Concrete.	Oct. 27, 1917	.....
Puget Sound & Willapa Harbor Railway Company, Raymond, Wash.—						
Centralia, Wash.	E286,739	100	T. R...	Concrete.	May 31, 1917	.....
Bellingham & Northern Railway Company, Bellingham, Wash.—						
Bellingham, Wash.	204,004	100	T. R...	Wood....	June 29, 1917	H 145
					Nov. 23, 1917	.....
Sumas, Wash.	600,762	100	T. R...	Concrete.	July 1, 1917	H 20
Washington, Idaho & Montana Railway Company, Potlatch, Idaho—						
Potlatch, Idaho	158,887	100	T. R...	Concrete.	Apr. 17, 1917	H 120
Pacific Coast Railroad Company, Seattle, Wash.—						
Seattle, Wash.	202,636	150	T. R...	Concrete.	May 9, 1917	H 180
					Nov. 16, 1917	H 145
Black Diamond, Wash.	None	100	T. R...	Concrete.	May 10, 1917	H 70
Renton, Wash.	191,205	100	T. R...	Concrete.	May 12, 1917	H 125

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Cap. Tons	Beam Equip.	Founda- tion	Date Tested	Error
Puget Sound Electric Railway Company, Seattle, Wash.—						
Seattle, Wash.	170,949	100	Plain..	Wood....	Nov. 16, 1917	H 86
Puget Sound Traction, Light & Power Company, Seattle, Wash.—						
Georgetown, Wash.	191,434	100	T. R...	Concrete.	Nov. 17, 1917	H 44
Renton, Wash.	196,726	100	T. R...	Concrete.	Nov. 19, 1917	L 12
Chicago, Milwaukee & St. Paul Railway Company—						
St. Maries, Idaho.....	134,313	100	T. R...	Concrete.	Nov. 23, 1916	L 230
Tacoma, Wash.	204,097	100	T. R...	Concrete.	Jan. 29, 1917	H 106
					Oct. 25, 1917	H 140
Spokane, Wash.	E187,786	100	T. R...	Concrete.	Apr. 19, 1917	H 66
Spirit Lake, Idaho.....	190,055	100	T. R...	Concrete.	Apr. 20, 1917	L 100
Newport, Wash.	170,911	100	T. R...	Concrete.	Apr. 21, 1917	H 76
Seattle, Wash.	206,008	100	T. R...	Concrete.	May 22, 1917	H 45
					June 23, 1917	H 45
					Nov. 15, 1917	H 27
VanAsselts, Wash.	170,994	100	Plain..	Concrete.	May 23, 1917	H 50
					Nov. 15, 1917	H 20
Cedar Falls, Wash.	199,698	100	T. R...	Concrete.	May 24, 1917	H 60
Everett, Wash.	204,016	100	T. R...	Concrete.	May 25, 1917	H 90
Bismarck, Wash.	187,148	80	Plain..	Concrete.	May 29, 1917	L 34
McKenna, Wash.	175,577	80	Plain..	Concrete.	May 30, 1917	L 104
Oregon-Washington Railroad & Naviga- tion Company—						
Tekoa, Wash.	191,292	100	T. R...	Concrete.	Nov. 17, 1916	L 15
					Mar. 27, 1917	H 15
Enaville, Idaho	190,580	100	T. R...	Concrete.	Nov. 20, 1916	H 20
Gem, Idaho	170,980	100	T. R...	Concrete.	Nov. 19, 1916	H 100
Wallace, Idaho	191,308	100	T. R...	Concrete.	Nov. 19, 1916	H 50
Seattle, Wash.	E307,437	150	T. R...	Concrete.	Dec. 4, 1916	H 130
					Nov. 20, 1917	H 110
Argo, Wash.	204,094	150	T. R...	Pile.....	Dec. 5, 1916	H 100
					Nov. 20, 1917	.....
Aberdeen, Wash.	199,608	150	T. R...	Concrete.	Feb. 1, 1917	L 5
					Oct. 19, 1917	H 136
Cosmopolis, Wash.	E18,049	150	T. R...	Pile.....	Feb. 2, 1917	L 5
					Oct. 18, 1917	H 20
Walla Walla, Wash.	191,297	100	T. R...	Concrete.	Mar. 26, 1917	H 135
Spokane, Wash.	190,275	100	T. R...	Concrete.	Mar. 28, 1917	H 173
Spokane, Wash.	E305,736	100	T. R...	Concrete.	Mar. 28, 1917	H 130
North Yakima, Wash.	199,642	150	T. R...	Concrete.	May 19, 1917	H 60
Tono, Wash.	175,400	100	D. B...	Concrete.	Aug. 6, 1917	L 54
Tono, Wash.	175,403	100	D. B...	Concrete.	Aug. 6, 1917	H 19
Tacoma, Wash.	190,521	100	T. R...	Pile.....	Oct. 26, 1917	H 64
INDUSTRIAL TRACK SOALES.						
Bloedel-Donovan Lumber Company, Bellingham, Wash.—						
Larson, Wash.	E46,946	100	T. R...	Concrete.	June 29, 1917	H 15
					Nov. 23, 1917	H 53
Centennial Mill Company, Spokane —						
Spokane, Wash.	143,462	100	T. R...	Stone....	Apr. 9, 1917	H 83
Wenatchee Milling Company, Wenatchee—						
Wenatchee, Wash.	190,866	100	T. R...	Concrete.	June 12, 1917	L 36
Hammond Milling Company, Seattle—						
Seattle, Wash.	None	60	T. R...	Concrete.	July 23, 1917	H 40
Spokane Flour Mill, Spokane, Wash.—						
Spokane, Wash.	175,600	100	T. R...	Wood....	Apr. 9, 1917	H 83
Pacific Brewing & Malting Company, Tacoma, Wash.—						
Tacoma, Wash.	633,368	100	Plain..	Concrete.	Nov. 12, 1917	H 2

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Cap. Tons	Beam Equip.	Founda- tion	Date Tested	Error
Pacific Coast Steel Company, Seattle— Seattle, Wash.	686,558	100	T. R...	Concrete.	Jan. 25, 1917 May 7, 1917	L 508 H 40
Seattle Car & Foundry Company, Renton— Renton, Wash.	E128,581	100	T. R...	Concrete.	July 16, 1917	H 28
Tacoma Smelting Company, Ruston,— Ruston, Wash.	162,617	100	T. R...	Concrete.	May 4, 1917 Oct. 22, 1917	H 140 H 28
Ruston, Wash.	E79,451	150	T. R...	Concrete.	May 4, 1917 June 5, 1917 Oct. 22, 1917	L 45 H 82
Drummond Lighterage Company, Seattle— Seattle, Wash.	740,558	100	T. R...	Concrete.	Jan. 26, 1917	L 16
Clear Lake Lumber Company, Clear Lake, Wash.— Clear Lake, Wash.	128,581	100	T. R...	Concrete.	July 3, 1917	L 60
Olympic-Portland Cement Company, Bellingham, Wash.— Bellingham, Wash.	E50,809	100	T. R...	Concrete.	June 27, 1917	H 48
International Portland Cement Company, Irvin, Wash.— Irvin, Wash.	E43,508	100	T. R...	Concrete.	Mar. 31, 1917	H 144
Inland Empire Paper Company, Mill- wood, Wash.— Millwood, Wash.	196,639	100	T. R...	Concrete.	Mar. 30, 1917	H 56
United Coal Sales Company, Seattle— Seattle, Wash.	166,332	100	T. R...	Wood....	May 8, 1917	H 44
Pasco Flour Mills Company, Pasco— Pasco, Wash.	E289,457	100	T. R...	Concrete.	Nov. 13, 1916	H 60
Falls City Mill & Feed Company, Spokane— Spokane, Wash.	154,835	80	T. R...	Concrete.	Nov. 15, 1916	H 224
Hecla Mining Company, Wallace, Idaho— Wallace, Idaho	156,856	100	T. R...	Concrete.	Nov. 19, 1916	L 230
Griffin Wheel Company, South Tacoma— South Tacoma, Wash. ....	.....	100	T. R...	Concrete.	May 2, 1917	L 40
Pacific Shipping & Fuel Company, Seattle— Grand Ridge, Wash.	187,020	80	Plain..	Wood....	July 26, 1917	L 532
Port of Seattle, Seattle, Wash.— Seattle, Wash.	E286,734	100	T. R...	Concrete.	July 30, 1917	H 28

STATUS OF CASES IN COURTS.

OLYMPIA, November 21, 1917.

Public Service Commission, Olympia, Washington.

GENTLEMEN: At your request we have prepared and are enclosing herewith a list of the Commission's cases pending in the various state and federal courts, together with a list of official opinions given to your department by the Attorney General since November 30, 1916.

Yours respectfully,

HANCE H. CLELAND,
Assistant Attorney General.

IN THE SUPREME COURT OF THE UNITED STATES.

Puget Sound Traction, Light & Power Company v. Public Service Commission and W. V. Tanner. No. 1372. Application for injunction restraining enforcement of the order of the Commission requiring through service on that portion of the company's lines known as the Ballard Beach line, the operation of cars on the Alki Point and Fauntleroy Park lines through the city of Seattle, and that sufficient cars be furnished on those lines to furnish seats for substantially all persons using the same. Order of Commission sustained except as to car seats in the federal court, and that decision affirmed in the supreme court of the United States June 11, 1917.

IN THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON.

Pacific Telephone & Telegraph Company v. Skagit River Telephone Company and Public Service Commission, et al. No. 744. Action to enjoin enforcement of order requiring physical connection. Dismissed on stipulation April 30, 1917.

Pacific Telephone & Telegraph Company v. Skagit River Telephone Company and Public Service Commission. No. ——. Action for injunction to restrain enforcement of an order of the Commission *re* physical connection. Dismissed on stipulation.

Consumers' Ditch Company v. Public Service Commission. No. ——. Action to enjoin enforcement of order of Commission. Commission's order being complied with, and by oral stipulation between counsel, this case is not being brought on for hearing by either party.

IN THE SUPREME COURT OF THE STATE OF WASHINGTON.

State ex rel. Public Service Commission v. Skagit River Telephone Company, et al. No. 751. To enforce order of Commission requiring physical connection of telephone lines. Appeal by Commission from judgment of dismissal entered in the superior court of Thurston county. Judgment affirmed and re-affirmed on rehearing.

State ex rel. Public Service Commission v. Spokane & Inland Empire Railway Company. No. 896. Appeal from judgment of the superior court of Spo-

kane county granting writ of mandamus to compel the defendant to file with the Commission a schedule of rates for furnishing and sale of electric power for commercial purposes. Commission's order reversed.

Review of Commission's order in superior court of Thurston county, *in re* requiring through service on Twenty-third Avenue line in Seattle. No. ——. Argued and submitted to the supreme court.

State ex rel. Puget Sound Traction, Light & Power Company v. Public Service Commission, et al. No. ——. Appeal from judgment of Thurston county superior court reversing the order of the Commission requiring the relator to sell four-cent street car tickets on its cars and at sub-stations. City gave notice of appeal, but has not perfected the same. Pending.

Raymond Lumber Company v. Raymond Light & Water Company and Raymond Water Company, Public Service Commission, Intervenor. No. ——. Appeal from superior court of King county, wherein judgment was entered for the plaintiff setting aside the order of the Commission demanding the termination of discriminating contract. Judgment of superior court reversed and the Commission's order sustained.

State ex rel. Chicago, Milwaukee & Puget Sound Railway Company v. Public Service Commission and Schlaefel Warehouse Company. No. ——. Review of order of Commission requiring certain demurrage charges to be refunded to Schlaefel. Commission sustained in superior court but order modified in the supreme court. Railway has appealed from judgment on remittitur. Pending.

State ex rel. Hayford v. Public Service Commission. No. ——. Appeal from judgment of superior court sustaining an order of the Commission directing certain changes in grade crossings in Spokane county. Affirmed in supreme court October 31, 1917.

State ex rel. Puget Sound & Willapa Harbor Railway Company v. Public Service Commission. No. ——. Appeal from superior court of Thurston county sustaining order of Commission directing junior railroad to pay costs of installing safety devices. Commission's order reversed in supreme court. Northern Pacific Railway has given notice of appeal to supreme court of United States.

State ex rel. Northern Pacific Railway, et al., v. Public Service Commission. No. ——. Appeal from judgment of the superior court of Thurston county sustaining order of Commission requiring joint rate, through route and milling-in-transit privilege at Prosser, Washington. Commission's order sustained in supreme court.

State ex rel. Public Service Commission v. Skagit River Telephone Company, etc. No. ——. Appeal from judgment of the superior court of Thurston county *in re* telephone service. Commission's order sustained in supreme court.

IN THE SUPERIOR COURTS OF WASHINGTON.

State ex rel. Malaga Land Company v. Public Service Commission. Thurston county, No. 5570. No. 962. Appeal from order of the Commission requiring relator to do certain things in connection with its irrigating system. Pending since 1914. Attorney General has filed motion to dismiss for want of prosecution. Pending.

State ex rel. Chicago, Milwaukee & St. Paul Railway Company v. Public Service Commission ex rel. Seattle Chamber of Commerce. Thurston county. No. 6066. No. 1616. To review order of Commission discontinuing diverting charge. Remanded to Commission by superior court.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Yakima county, No. 9818. No. 1262. To review order of Commission determining the application of the Pacific Power & Light Company. Remanded to Commission at its request.

State ex rel. Everett Gas Company v. Public Service Commission. Thurston county, No. 5829. No. 1340. Application for suspension of order of Commission fixing rate to be charged by the company in the city of Snohomish. Commission's order reversed.

City of Seattle v. Public Service Commission. Thurston county, No. 5978. No. 1613. To review order of Commission fixing valuation. Writ of review quashed and city gives notice of appeal. Appeal not perfected.

Key City Light & Power Company v. Public Service Commission. Jefferson county, No. 2896. No. 1614. To review order of Commission fixing valuation. Dismissed on stipulation.

State ex rel. Spokane, Portland & Seattle Railway Company v. Public Service Commission, et al. Thurston county, No. 6015. No. 1595. Review of order of Commission requiring railways to furnish compartment or drawing room Pullman cars upon payment of regular charge therefor and presentation of one adult ticket. Reversed.

State ex rel. Richmond Beach Telephone & Power Company v. Public Service Commission. Thurston county. No. 1523. Review of order of Commission re-establishing rates. Pending.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Yakima county. No. ——. Pending.

Consumers' Ditch Company v. Public Service Commission. Benton and Thurston counties. No. ——. Same parties and status as *Consumers' Ditch Company v. Public Service Commission*, in Yakima county.

State ex rel. Great Northern Railway Company v. Public Service Commission. Thurston county. No. ——. Writ of review in re depot Chelan Falls. Pending.

State ex rel. Seattle v. Public Service Commission and Puget Sound Traction, Light & Power Company. No. ——. Writ of review by city of the four-cent car ticket order of Commission. Order of Commission sustained by the superior court. Notice of appeal given by city.

Puget Sound International Railway & Power Company v. Public Service Commission. No. ——. Remanded to Commission at its request.

State ex rel. Public Service Commission v. Tacoma Railway & Power Company. Pierce county. No. ——. Application for mandamus and injunction in re railway strike in Tacoma. Dismissed.

State ex rel. Everett Railway, Light & Water Company, et al., v. Public Service Commission. Snohomish county. No. ——. Dismissed on stipulation.

State ex rel. Chicago, Milwaukee & St. Paul Railway Company v. Public Service Commission and O.-W. R. & N., and the County Commissioners of Spokane County. No. ——. Writ of review *in re* Dishman grade crossing. Dismissed on stipulation.

State ex rel. Spokane Falls Gas Company, et al., v. Public Service Commission. No. ——. Review of Commission's order *in re* rates. Dismissed on stipulation.

OPINIONS OF ATTORNEY GENERAL.

No. 851, January 2, 1917. Commission has no authority to hold and sell grain samples collected by grain inspection department.

No. 858, February 17, 1917. Commission has no jurisdiction to investigate accidents occurring upon branch lines of railway completed but not turned over to the operating department.

No. 865, March 2, 1917. Commission may order changes in electrical construction previous to the expiration of the time fixed in section 3, chapter 130, Laws of 1913, if necessary to afford adequate protection.

No. 866, March 3, 1917. Fee fixed by Commission for weighing and inspecting grain at public terminal warehouses must be collected in all cases.

No. 898, June 16, 1917. In proceedings to eliminate grade crossings, where it is necessary to take, damage or injuriously affect community real property, the wife is a necessary party to be served with notice of the hearing by your Commission.

No. 952, October 26, 1917. Your Commission has no jurisdiction over grade crossings of streets dedicated and established prior to the enactment of the grade crossings act.

PUBLIC SERVICE COMPANIES REPORTING TO COMMISSION.

Herewith is presented a list of all public service utilities operating in the State of Washington which have filed tariffs with the Commission:

GAS COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Central Washington Gas Co.....	Wenatchee	Wenatchee
Key City Light & Power Co.....	Port Townsend	Port Townsend
North Pacific Public Service Co...	Aberdeen, Centralia, Chehalis, Hoquiam	Tacoma Bldg., Tacoma
Olympia Gas Co.....	Olympia	Olympia
Pacific Power & Light Co.....	Clarkston, Vancouver, Walla Walla, Yakima	Portland, Ore.
Puget Sound Gas Co.....	Everett, Monroe, Snohomish.....	Everett
Puget Sound Traction, Light & Power Company	Bellingham	Seattle
Seattle Lighting Co.....	Seattle	Seattle
Spokane Falls Gas Light Co.....	Spokane	Spokane
Tacoma Gas Company.....	Tacoma, Puyallup, Ruston, Regents Park	Tacoma
Valley Gas Company.....	Auburn	Auburn

IRRIGATION COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Alderdale Light & Water Co.....	Alderdale	Alderdale
Arcadia Orchards Co.....	Arcadia	Deer Park
Attalia Land Co.....	Attalia	Spokane
Bridgeport Water Co.....	Bridgeport	Bridgeport
Burbank Company	Burbank	Burbank
Cloverland Co-Operative Water Co.	Cloverland	Cloverland
Consumers' Ditch Company.....	Hanford	Hanford
Fruitland Irrigation Company.,...	Kettle Falls	Kettle Falls
Hooper Realty Co.....	Palouse Falls	Hooper
Horn Rapids Irrigation Co.....	Benton County.....	Hoge Bldg., Seattle
Hudson Water Company.....	Bridgeport	Bridgeport
Icicle Canal Company.....	Cashmere	165 Jackson St., Seattle
Kettle Falls Canal & Land Co....	Kettle Falls	Kettle Falls
Kettle River Power & Irrigation Co.	Boysds	415 Main Ave., Spokane
Kiona Development Co.....	Kiona.....	206-207 Arcade Annex, Seattle
Malden & Krumbo.....	Lowden	Lowden
Loon Lake Irrigation Co.....	Stevens County	Spokane
Northern Pacific Irrigation Co....	Kennewick	Kennewick
Pasco Reclamation Co.....	Pasco	A. G. Smith, Receiver, 915 Paulsen Bldg., Spokane
Pleasant Valley Irrigation & Power Co.	Okanogan	Okanogan
Sequim Prairie Ditch Co.....	Sequim	Sequim
Snow Creek Water Co.....	Leavenworth	Leavenworth

NAME	LOCATION	BUSINESS ADDRESS
Stratford Irrigation Co.....	Adrian, Soap Lake, Stratford.....	Soap Lake
Touchet Irrigation & Improve- ment Company	Touchet	Touchet
Walla Walla Irrigation Co.....	Walla Walla	Walla Walla
Washington-Idaho Water, Light & Power Co.	Clarkston	Clarkston
Wenatchee Canal Co.....	Wenatchee	Wenatchee
Wenatchee Park Land & Irriga- tion Co.	Wenatchee	Wenatchee
Whitestone Irrigation & Power Co.	Loomis	Loomis
Yelm Irrigation Co.....	Yelm	Yelm

WATER COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Annapolis Water Co.....	Annapolis	Port Orchard
Attalla Land Co.....	Attalla	Spokane
Baker River Power, Light & Water Co.	Concrete	Concrete
Ball, Harvey J.....	McMullin, Alderton	McMullin
Beaux Arts Society.....	Mercer Island....	1024 Alaska Bldg., Seattle
Bisson & Hodder.....	South Prairie	South Prairie
Black Rock Power & Irrigation Co.	Hanford	Hanford
Blaine Water Co.....	Blaine	Blaine
Bossburg Water System.....	Bossburg	Bossburg
Burbank Company	Burbank	Burbank
Camas Water Co.....	Camas	Camas
Carson Water Co.....	Carson	Carson
Carter, L. B.....	Friday Harbor	Friday Harbor
Castle Rock Water Co.....	Castle Rock	Castle Rock
Chelan Electric Co.....	Chelan	Chelan
Chinook Water Works.....	Chinook	Chinook
City Water Works.....	Hatton	Hatton
City Water Works.....	North Port	North Port
College Place Water Works.....	College Place	College Place
Cosmopolis Water Co.....	Cosmopolis	Cosmopolis
Coulee City Water Works.....	Coulee City .....	..Spokane & Eastern Trust Co., Spokane
Country Homes Development Co...	Spokane.....	Old Nat'l Bank Bldg., Spokane
Curlew Mining Co.....	Republic	Republic
Curlew Water Co.....	Curlew	Curlew
Durham Co., L. R.....	West Seattle	R. F. D. No. 4, Seattle
Duval Light & Water Co.....	Duval	Duval
East Spokane Water Co.....	Spokane.....	28 So. Haven St., Spokane
Edmonds Spring Water Co.....	Edmonds	Edmonds
Ellensburg Gas & Water Co.....	Ellensburg	Ellensburg
Ellisport Water Co.....	Ellisport	Ellisport
Enumclaw Water & Light Co.....	Enumclaw	Enumclaw
Everson Water Works.....	Everson	Everson
Fairhaven City Water & Power Co.	So. Bellingham	So. Bellingham

NAME	LOCATION	BUSINESS ADDRESS
Florida Land Co.....	Beverly Park	Everett
Garrison-Fisher Co.	Bremerton, Charleston	Colman Bldg., Seattle
Georgetown Water Co.....	Georgetown.....	310 Burke Bldg., Seattle
Gillman Water Co.....	Issaquah	Issaquah
Goldbar Light & Water Co.....	Goldbar	Goldbar
Gover, F. P.....	Ephrata	Ephrata
Greenacres Water Co.....	Greenacres	Greenacres
Harman, I. G.....	Orting	Orting
Holman, Fred V.....	North Beach	Chamber of Commerce Bldg., Portland, Ore.
Home Water & Ice Co.....	Mount Vernon	Mount Vernon
Hoquiam Water Co.....	Hoquiam	Hoquiam
Hutchinson Irrigation & Land Co..	Spokane.....	224 Realty Bldg., Spokane
Ilwaco Water Works.....	Ilwaco.....	1011 Yeon Bldg., Portland, Ore.
Index Water Company.....	Index.....	310 Alaska Bldg., Seattle
Ione Water & Light Co.....	Ione.....	815 Old Nat'l Bank Bldg., Spokane
Kapowsin Water System.....	Kapowsin	Kapowsin
Kelso Water Co.....	Kelso	Kelso
Kingston Power & Water Co.....	Kingston	Kingston
La Conner Water Co.....	La Conner	La Conner
La Crosse Water Works.....	La Crosse	La Crosse
Lake Forest Light, Water & Power Co.	Lake Forest Park....	New York Blk., Seattle
Liberty Lake Company.....	Liberty Lake	Spokane
Little Falls Water Co.....	Vader	Vader
Lyle Company, The.....	Lyle	Lyle
Lyman Water Co.....	Lyman	Lyman
Malden Water Works Co.....	Malden	Malden
Manette Water Works.....	Manette	Manette
Maple Co-Operative Water Co.....	College Place	College Place
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Maury Water Works Co.....	Maury Island	Portage
Meerscheidt, A.	Mercer Island.....	324 Central Bldg., Seattle
Metaline Falls Light & Water Co..	Metaline Falls	Metaline Falls
Monroe Water Co.....	Monroe	511 Bailey Bldg., Seattle
Mountain Springs Water Co.....	Seaview.....	314 Chamber of Commerce, Portland, Ore.
Narrows Land Co.....	Regents Park	Tacoma
Nepple Townsite Co.....	Nepple	Nepple
Newport Water Co.....	Newport	Newport
North Bend Light, Heat, Water & Power Co.....	North Bend	North Bend
North Coast Power Co.....	Chehalis, Vancouver	Portland
North Pacific Public Service Co...	Port Angeles.....	Tacoma Bldg., Tacoma
Northern Pacific Irrigation Co.....	Kennewick	Kennewick
Northwest Electric & Water Works.	Tenino, South Bend, Montesano	Montesano
Old Town Water Works.....	Tacoma	Tacoma

NAME	LOCATION	BUSINESS ADDRESS
Orchard Water Co.....	Kalama	Kalama
Orient Water & Electric Co.....	Orient	Orient
Orting Light & Water Co.....	Orting	Orting
Pacific Power & Light Co.....	Kennewick, Prosser, North Yakima, Pasco	Portland
Panhandle Investment Co.....	Usk	Usk
Pe Ell Water System.....	Pe Ell	Pe Ell
Peoples Water Co.....	Zillah	Zillah
Pinecroft Orchard Co.....	Opportunity	Opportunity
Riverton Water Co.....	Riverton	Box 130, Seattle
Robbins Water System.....	Riverton	Riverton
Rosalia Water Co.....	Rosalia	Rosalia
Rucker Bros., Inc.....	Marysville	Everett
Seacoma Beach Improvement Co...	Three Tree Pt.....	Alaska Bldg., Seattle
Sicade, Henry C.....	Auburn	R. F. D. No. 2, Tacoma
Skagit Improvement Co.....	Burlington, Sedro Woolley....	Sedro Woolley
Springdale Water Works.....	Springdale	Springdale
Springhill Water Co.....	Bothell	Bothell
Stanwood Water Co.....	Stanwood	Stanwood
Stevenson Water & Improvement Co.	Stevenson	Stevenson
Sumas Water Co.....	Sumas	Sumas
Tacoma Land Improvement Co....	Interlaaken.....	104 So. 9th Ave., Tacoma
Tacoma Water Supply Co.....	Tacoma	Tacoma
Thomas & Colburn Water Co.....	White Salmon	White Salmon
Toledo Water Co.....	Toledo	Toledo
Tolt Water Works.....	Carnation	Carnation
Tumwater Power & Water Co....	Tumwater	Tumwater
Washington Coast Utilities.....	Arlington	Arlington
Washington-Idaho Water, Light & Power Co.	Clarkston	Clarkston
Washington Power, Light & Water Co.	Anacortes	Anacortes
Washougal Water Co.....	Washougal	Washougal
Washtucna Water System.....	Washtucna	Washtucna
Weld, F. F.....	Rolling Bay	1703 Hoge Bldg., Seattle
Western Springs Water Co.....	Stellacoom	Stellacoom
West Seattle Land & Improve- ment Company	West Seattle.....	881 Alki Ave., Seattle
White Salmon Water Co.....	White Salmon	White Salmon
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Withrow Improvement Co.....	Withrow	Withrow
Woodlawn Park Water Co.....	Spokane	Spokane
Winlock Water Co.....	Winlock	Winlock

ELECTRIC COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Attalia Land Co.....	Attalia	P. O. Box 2170, Spokane
Baker River Power, Light & Water Co.	Concrete	Concrete

NAME	LOCATION	BUSINESS ADDRESS
Black Rock Power & Irrigation		
Company	Hanford	Hanford
Burbank Company, The.....	Burbank	Burbank
Central Light & Mfg. Co.....	Pe Ell	Pe Ell
Chelan Electric Co.....	Chelan	Chelan
Cheney Light & Power Co.....	Cheney	Cheney
Chinook Light & Power Co.....	Chinook	Chinook
Duvall Light & Water Co.....	Duvall	Duvall
Enloe Electric Co.....	Fairfield, Malden, Medical Lake,	
	Rosalia, Waverly	Spokane
Everett Railway, Light & Water		
Co.	Everett	Everett
Goldbar Light & Water Co.....	Goldbar	Goldbar
Granite Falls Electric Co.....	Granite Falls	Granite Falls
Grant County Power Co.....	Wilson Creek	Wilson Creek
Grays Harbor Railway & Light		
Co.	Aberdeen, Cosmopolis,	
	Hoquiam	Aberdeen
Greenacres Light & Power Co.....	Greenacres	Greenacres
Hunters Electrical Co.....	Hunters	Hunters
Independent Electric Co.....	Castle Rock, Little Falls, Vader,	
	Winlock, Napavine, Toledo,	
	Woodland	Portland
Index-Galena Co.	Index	Index
Ione Water & Light Co.....	Ione.....815 Old Nat'l Bank Bldg.,	Spokane
Island Electric Works.....	Coupeville	Coupeville
Key City Light & Power Co.....	Port Townsend	Port Townsend
Kulzer Electric Light & Power		
System	Gray, Kulzer,	
	Springdale, Valley	Valley
La Conner Electric Light Co.....	La Conner	La Conner
La Crosse Electric Light &		
Power Company	La Crosse	La Crosse
Lewis County Light & Tel. Co.....	Morton	Morton
Little Spokane Light & Power Co..	Milan, Deer Park,	
	Chattaroy	Deer Park
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Metaline Falls Light & Water Co..	Metaline Falls	Metaline Falls
Neppel Townsite Co.....	Neppel	Neppel
Northern Clarke County Light &		
Power Co.	Yacolt	Yacolt
Northern Idaho & Montana		
Power Co., Ltd.....	New Port	Sand Point, Idaho
North Coast Power Co.....	Adna, Bucoda, Centralia, Kalama,	
	Littel, Bucoda, Chehalis, Kelso,	
	Meskill, Tenino	Portland
North Pacific Public Service Co...	Bremerton, Charleston, Manette,	
	Port Orchard, Bainbridge,	
	Island Points	Tacoma Bldg., Tacoma
North Shore Light & Power Co....	Ilwaco, Long Beach	Ilwaco

NAME	LOCATION	BUSINESS ADDRESS
Northwestern Electric Co.....	Camas, Washougal	Pittock Blk., Portland, Ore.
Northwest Electric & Water Works	Elma, Montesano	Montesano
Northwestern Power & Mfg. Co....	Port Angeles	Port Angeles
Oakville Light & Power Co.....	Oakville	Oakville
Okanogan Valley Power Co.....	Brewster, Bridgeport, Mansfield, Okanogan, Omak, Oroville, Pateros, Riv rside	521 1st Ave., Spokane
Olympia Light & Power Co.....	Olympia	Olympia
Pacific Northwest Traction Co....	Burlington, Hamilton, Lyman, Mount Vernon, Sedro Woolley	Bellingham
Pacific Power & Light Co.....	Benton City, Beverly, Centerville, Dayton, Dixie, Goldendale, Grand Dalles, Grandview, Granger, Hunters- ville, White Salmon, Husum, Kenne- wick, Klona, Mabton, Moxee, Naches, North Yakima, Pasco, Pomeroy, Wapato, Zillah, Prescott, Prosser, Richland, Selah, Sunnyside, Toppen- ish, Waitsburg, Walla Walla, Wallula, White Bluffs.....	Portland
Pehrson Bros. Mill Co.....	Ferndale	Ferndale
Portland Railway, Light & Power Co.	Vancouver	Portland
Poulsbo Light & Power Co.....	Poulsbo	Poulsbo
Puget Sound Electric Railway....	Auburn, Kent	Seattle
Puget Sound Gas Co.....	Monroe, Snohomish	Everett
Puget Sound International Ry. & Power Co.....	Everett.....	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.	Alderton, Allentown, American Lake, Auburn, Bellevue, Bellingham, Bothell, Buckley, Burnett, Carbonado, Christopher, Dieringer, Duwamish, Earlington, Enumclaw, Everett, Fife, Foster, Geneva, Glacier, Hollywood, Houghton, Hunt's Point, Issaquah, Juanita, Kapowsin, Kirkland, Lake Forest Park, Lynden, Maple Falls, McMillan, Medina, North Bend, North Park, O'Brien, Orillia, Orting, Puyallup, Redmond, Renton, Rich- mond, Richmond Beach, Richmond Highlands, Riverton, Ronald, Ruston, Seattle, Snoqualmie, South Prairie, Sumner, Sunnydale, Tacoma, Thomas, Three Tree Point, Carna- tion, Wayne, Wilkeson, Willows.....	Seattle

NAME	LOCATION	BUSINESS ADDRESS
Rainier Heat & Power Co.....	Seattle	612 Central Bldg., Seattle
Republic Light & Power Co.....	Republic	Republic
Ridgefield Light & Power Co.....	Ridgefield	Ridgefield
Sequim Light & Power Co.....	Sequim	Sequim
Shelton Electric Co.....	Shelton	Shelton
Skamania Light & Power Co.....	Stevenson, Carson	Stevenson
Spokane Heat, Light & Power Co..	Spokane	Hyde Blk., Spokane
Starbuck Electric Co.....	Starbuck	Starbuck
Stevens County Power & Light Co.	Colville	Colville
Sultan Electric Co.....	Sultan	Sultan
Sumas Electric Light Co.....	Sumas	Sumas
Tacoma Railway & Power Co.....	Tacoma, Ruston, Puyallup.....	Tacoma
Toansket Flour Mills Co.....	Tonasket	Tonasket
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Twisp Light & Power Co.....	Twisp	Twisp
Valley Gas Co.....	Auburn	Auburn
Vashon Light & Power Co.....	Ellisport.....	1811 L. C. Smith Bldg., Seattle
Wahkiakum Light Co.....	Cathlamet	Cathlamet
Washington Coast Utilities.....	Arlington, Stanwood, Edmonds, Richmond Beach	Arlington
Washington-Idaho Water, Light & Power Co.....	Asotin-Clarkston, Lewiston, Idaho	Clarkston
Washington Power, Light & Water Co.	Anacortes	Anacortes
Washington Water Power Co.....	Almira, Belmont, Colfax, Creston, Davenport, Diamond, Elberton, En- dicott, Harrington, Hartline, Latah, Lind, Odessa, Reardon, Ritzville, Spangle, Spokane, Sprague, St. John, Wilbur, Rockford, Colton, Palouse, Farmington, Garfield, Oakesdale, Pullman, Tekoa, Uniontown, Johnson	Spokane
Washtucna Electric Co.....	Washtucna	Washtucna
Wenatchee Valley Gas & Electric Co.	Cashmere, Dryden, Entiat, Monitor, Orondo, Waterville, Wenatchee	Wenatchee
Western Light & Power Co.....	Camas	Washougal
Whidby Electric Co.....	Langley	Langley
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Willapa Electric Co.....	Raymond, South Bend.....	Raymond
Willapa Power Co.....	South Bend	South Bend
Willett Bros.	Addy	Colville

TELEPHONE COMPANIES.

NAME	EXCHANGES	BUSINESS ADDRESS
Angeles Telephone & Tel. Co.....	Fairholm, Port Angeles, Sequim	Port Angeles
Asotin Telephone Co.....	Asotin, Anatone, Cloverland	Asotin
Attalia Telephone Co.....	Attalia	Attalia
Benton Independent Telephone Co.	Prosser	Prosser
Blair Telephone Exchange of To- ledo, The Geo. W.....	Toledo	Toledo
Bluecreek Columbia Telephone Co.	Addy	Addy
Bluecreek Farmers' Telephone Ass'n.	Chewelah	Chewelah
Bothell Telephone Co.....	Bothell	Bothell
Brewster Telephone Exchange....	Brewster	Brewster
Bridgeport Telephone Exchange...	Bridgeport	Bridgeport
Butler, Audley	Ashford	Ashford
Camas Telephone & Telegraph Co.	Camas	Washougal
Camas Prairie Telephone Co.....	Glenwood	Glenwood
Cascade Telephone Co.....	North Bend	North Bend
Cascade Telephone Co.....	Roslyn	Roslyn
Castle Rock & St. Helens Tel. Co..	Castle Rock	Silver Lake
Cedar Canyon Telephone Co.....	Turk	Turk
Cedarhome Telephone Co.....	Stanwood	Stanwood
Centerville Telephone Co.....	Centerville	Centerville
Chehalis-Boistfort Telephone Co..	Curtis	Curtis
Chelan Valley Telephone & Tele- graph Company	Chelan, Chelan Falls, Lakeside	Chelan
Cheney Light & Power Co.....	Cheney..701 Old Nat'l Bank Bldg.,	Spokane
Chewelah Telephone Co.....	Chewelah	Chewelah
Chicago, Milwaukee & St. Paul Ry. Co.	Rainier	Milwaukee
Citizens Independent Telephone Co.	Port Townsend, Irondale....	Port Townsend
City Telephone Company.....	Sunnyside	Sunnyside
Cloverland & Asotin Tel. Co.....	Cloverland	Cloverland
Cohasset Beach Telephone Co.....	Aberdeen, Bay City, Cohasset, Westport	Aberdeen
Columbia Telephone Co.....	Sixprong	Sixprong
Colville Indian Reservation Gov- ernment Tel. Line.....	Colville Indian Reservation.....	Nespelem
Connell-Kahlotus Telephone Co....	Connell, Kahlotus	Connell
Connell Land & Improvement Co..	Connell, Pasco, Ritzville, Kahlotus	Connell
Cowiche Telephone Co.....	Cowiche	Cowiche
Creston Telephone Co.....	Creston	Creston
Davenport Independent Tel. Co....	Davenport	Davenport
Des Moines Rural Telephone Co...	Des Moines	Des Moines
Dryad Home Telephone Co.....	Doty, Dryad	Dryad

NAME	EXCHANGES	BUSINESS ADDRESS
East Okanogan Farmers' Tel. Co.	Chesaw, Molson	Chesaw
Echo Valley & Colville Tel. Co.	Colville	Colville
Edmonds Independent Tel. Co.	Edmonds	Edmonds
Ellensburg Telephone Co.	Ellensburg	Ellensburg
Elma Telephone Co.	Elma	Elma
Entiat Telephone & Telegraph Co.	Entiat	Entiat
Fall City Telephone Co.	Fall City	Fall City
Farmers Independent Tel. Assn.	Salkum	Toledo
Farmers Independent Tel. Co.	Mansfield, Waterville	Waterville
Farmers & Merchants Tel. Co.	Othello	Othello
Farmers Mutual Telephone Co.	Alki, Blaine, Custer, Deming, Ferndale, Lynden, Nooksack, Sumas	Lynden
Farmers Telephone Co. of Pe Ell	Pe Ell	Pe Ell
Farmers Telephone Co.	Omak	Omak
Farmers Telephone & Tel. Co.	Wenatchee	Wenatchee
Florence-Ray Lbr., Land & Dev. Co.	Index	Index
Furnes, Amos	Bucoda	Bucoda
Garfield Telephone Exchange	Garfield	Garfield
Granger Telephone & Telegraph Co.	Cathlamet, Kelso, Skamokawa, Stella	Kelso
Grant County Telephone Co.	Quincy	Quincy
Green Bluff Telephone Co.	Green Bluff	R. F. D. No. 1, Mead
Harman, I. G.	Orting	Orting
Harstine Telephone Co.	Harstine, Shelton	Arcadia
Hettrick, J.	Yelm	Yelm
Hicksville-Wheeler Telephone Co.	Neppel, Wheeler, Warden	Wheeler
Homé Telephone Co.	Castle Rock	Castle Rock
Home Telephone Co.	Chehalis, Ethel, Silver Creek, Toledo, Vader, Winlock	Silver Creek
Home Telephone Co.	Spokane	Spokane
Hotes, Frederick J.	Alder	Alder
Ilwaco Telephone & Tel. Co.	Chinook, Ilwaco, Long Beach	Ilwaco
Inland Co-Operative Association	Albion, Pullman	Pullman
Inter-Farmers Telephone Co.	Leland	Leland
Inter-Island Telephone Co.	East Sound, Friday Harbor, Lopez Island	Friday Harbor
International Telephone Co.	East Point Roberts, West Point Roberts	Bellingham
Interstate Utilities Co.	Long Distance	Spokane
Island Empire Telephone & Tele- graph Company	Gig Harbor, Burton	Tacoma
Kalama Local Tel. Exchange	Kalama	Kalama
Kapowsin Telephone Co.	Kapowsin	Kapowsin
Keller & San Poll Telephone & Telegraph Co.	Keller	Keller

NAME	EXCHANGES	BUSINESS ADDRESS
Kennewick Valley Telephone Co.	Kennewick, Richland, Finley, Hover, Benton City	Kennewick
Kettle Falls & Daisy Tel. System.	Bissell, Cedonia, Daisy, Gifford, Hunters, Inchelium, Rice.....	Kettle Falls
Krupp Telephone Co.	Krupp	Krupp
Lacy-Chambers Prairie Mutual Telephone Co.	Lacey	R. F. D. No. 2, Olympia
La Crosse Telephone Co.	La Crosse	La Crosse
Lake Washington Telephone Co.	Kirkland	Kirkland
Lewis County Light & Tel. Co.	Morton, Mineral, Randle.....	Morton
Lewis River Independent Tel. Co.	Woodland	Woodland
Liberty Lake Telephone Co.	Liberty Lake	Liberty Lake
Little Kentucky Rural Tel. Co.	Toledo	Toledo
Lyle Telephone Co.	Lyle	Lyle
Maple Falls Telephone Co.	Glacier, Maple Falls.....	Maple Falls
Marcus & Kettle Valley Tel. Co.	Marcus, Napoleon, Boyds.....	Marcus
Maryhill Improvement Co.	Maryhill	Maryhill
Mashell Telephone Exchange.	Eatonville	Eatonville
McCleary Timber Co., Henry.	McCleary	McCleary
McCoy, L. B.	Port Gamble	Port Gamble
Medical Lake Telephone Co.	Medical Lake	Medical Lake
Minehaha Co-Operative Tel. Co.	Vancouver	Vancouver
Montesano Telephone Co.	Montesano	Montesano
Mountain Line Co.	Cape Horn	Cape Horn
Mutual Telephone Co.	Mesa	Mesa
Naches Telephone Co.	Naches	Naches
Nagel Telephone System.	Neppel	Neppel
Nasel Farmers Telephone Co.	Nasel	Nasel
Nile Telephone Co.	Nile	Nile
North Basin Telephone Co.	Orin	Orin
Northeastern Telephone Co.	Pomona	Pomona
Northport Deep Creek Tel. Co.	Cummins	Cummins
North River Telephone Co.	Raymond	Cosmopolis
North Shore Telephone Co.	Knappton	Knappton
Northwest Long Distance Tel. Co.	Long Distance	Portland, Ore.
Oakesdale Telephone Exchange.	Oakesdale	Oakesdale
Olalla Telephone Co.	Olalla	Olalla
Orchards Telephone Co.	Orchards	Vancouver
Oregon-Washington Telephone Co.	White Salmon, Goldendale, Glenwood, Husum, Trout Lake.....	Hood River, Ore.
Outlook Telephone Co.	Outlook	Outlook
Pacific Telephone & Telegraph Co.	Various	Seattle
Peninsula Telephone Co.	Clallam Bay	Clallam Bay
Peoples Co-Operative Tel. Co.	Gate, Rochester, Oakville, Little Rock.....	Gate
Peoples Telephone & Power Co.	Tonasket	Tonasket
Porter Independent Telephone Co.	Porter	Porter
Poulsbo Rural Telephone Co.	Poulsbo	Poulsbo
Prescott Tel. & Tel. Co.	Prescott	Prescott

Puget Sound Telephone Co.....	Everett, Anacortes, Arlington, Bellingham, Burlington, Darrington, Duvall, Granite Falls, La Conner, Marysville, Monroe, Mt. Vernon, Sedro Woolley, Snohomish, Stan- wood, Carnation, Vashon.....	Everett
Puyallup Valley Home Tel. Co.....	Puyallup	Puyallup
Quincy Telephone Co.....	Quincy, Burke, Ephrata, Trinidad, Winchester	Quincy
Richmond Beach Telephone & Power Company	Richmond Beach	Richmond Beach
Ridgefield, Sara & Vancouver Farmers Telephone Co.....	Ridgefield	Ridgefield
Rosalia Telephone Co.....	Malden, Pine City, Rosalia, Thornton	Rosalia
Sea Beach Packing Works.....	Copalis, Copalis Crossing.....	Aberdeen
Seattle-Port Angeles & Western Railway	Various Lumber Camps.....	Port Angeles
Selah Telephone Co.....	Selah	Selah
Skagit River Tel. & Tel. Co.....	Birdsview, Concrete, Hamilton, Lyman, Rockport, Sauk, Sedro Woolley, Van Horn.....	Concrete
Skagit Valley Telephone Co.....	La Conner	La Conner
Skamania Co-Operative Tel. Assn..	Stevenson	Stevenson
Sound Tel. & Tel. Co.....	Lake Bay	Lake Bay
Spangle Telephone Exchange.....	Spangle	Spangle
Stemilthill Telephone Co.....	Wenatchee	Wenatchee
St. John Co-Operative Tel. & Tel. Co.	St. John	St. John
Summit Valley Telephone Co.....	Addy	Addy
Sunnydale Telephone Co.....	Sunnydale.....	R. F. D. No. 3, Seattle
Sunnyside Telephone Co.....	Sunnyside, Outlook, Grandview, Prosser	Sunnyside
Tampico Telephone Co.....	Tampico	Yakima
Tekoa Telephone Exchange.....	Tekoa	Tekoa
Tenino Telephone Exchange.....	Tenino	Tenino
Tieton Telephone Co.....	Tieton	Yakima
Touchet Central Telephone Co.....	Touchet	Touchet
Tualco Telephone Co.....	Monroe	Monroe
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Underwood Telephone Co.....	Underwood	Underwood
Uniontown Telephone Co.....	Uniontown	Uniontown
Valley Telephone Co.....	Goldbar	Goldbar
Valley Telephone Co.....	Valley	Valley
Valley Telephone Co.....	Grandview, Mabton, Zillah, Granger, Sunnyside, Toppenish, Wapato	Sunnyside
Washington Coast Utilities Co.....	Ellisport, Burton	Ellisport
Washington Northern Tel. & Tel Co.	Republic	Republic

NAME	LOCATION	BUSINESS ADDRESS
Stratford Irrigation Co.....	Adrian, Soap Lake, Stratford.....	Soap Lake
Touchet Irrigation & Improve- ment Company	Touchet	Touchet
Walla Walla Irrigation Co.....	Walla Walla	Walla Walla
Washignton-Idaho Water, Light & Power Co.	Clarkston	Clarkston
Wenatchee Canal Co.....	Wenatchee	Wenatchee
Wenatchee Park Land & Irriga- tion Co.	Wenatchee	Wenatchee
Whitestone Irrigation & Power Co.	Loomis	Loomis
Yelm Irrigation Co.....	Yelm	Yelm

WATER COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Annapolis Water Co.....	Annapolis	Port Orchard
Attalia Land Co.....	Attalia	Spokane
Baker River Power, Light & Water Co.	Concrete	Concrete
Ball, Harvey J.....	McMullin, Alderton	McMullin
Beaux Arts Society.....	Mercer Island....	1024 Alaska Bldg., Seattle
Bisson & Hodder.....	South Prairie	South Prairie
Black Rock Power & Irrigation Co.	Hanford	Hanford
Blaine Water Co.....	Blaine	Blaine
Bossburg Water System.....	Bossburg	Bossburg
Burbank Company	Burbank	Burbank
Camas Water Co.....	Camas	Camas
Carson Water Co.....	Carson	Carson
Carter, L. B.....	Friday Harbor	Friday Harbor
Castle Rock Water Co.....	Castle Rock	Castle Rock
Chelan Electric Co.....	Chelan	Chelan
Chinook Water Works.....	Chinook	Chinook
City Water Works.....	Hatton	Hatton
City Water Works.....	North Port	North Port
College Place Water Works.....	College Place	College Place
Cosmopolis Water Co.....	Cosmopolis	Cosmopolis
Coulee City Water Works.....	Coulee City .....	..Spokane & Eastern Trust Co., Spokane
Country Homes Development Co...	Spokane.....	Old Nat'l Bank Bldg., Spokane
Curlew Mining Co.....	Republic	Republic
Curlew Water Co.....	Curlew	Curlew
Durham Co., L. R.....	West Seattle	R. F. D. No. 4, Seattle
Duval Light & Water Co.....	Duval	Duval
East Spokane Water Co.....	Spokane.....	28 So. Haven St., Spokane
Edmonds Spring Water Co.....	Edmonds	Edmonds
Ellensburg Gas & Water Co.....	Ellensburg	Ellensburg
Ellisport Water Co.....	Ellisport	Ellisport
Enumclaw Water & Light Co.....	Enumclaw	Enumclaw
Everson Water Works.....	Everson	Everson
Fairhaven City Water & Power Co.	So. Bellingham	So. Bellingham

NAME	LOCATION	BUSINESS ADDRESS
Florida Land Co.....	Beverly Park	Everett
Garrison-Fisher Co.	Bremerton, Charleston	Colman Bldg., Seattle
Georgetown Water Co.....	Georgetown.....	310 Burke Bldg., Seattle
Gillman Water Co.....	Issaquah	Issaquah
Goldbar Light & Water Co.....	Goldbar	Goldbar
Gover, F. P.....	Ephrata	Ephrata
Greenacres Water Co.....	Greenacres	Greenacres
Harman, I. G.....	Orting	Orting
Holman, Fred V.....	North Beach	Chamber of Commerce Bldg., Portland, Ore.
Home Water & Ice Co.....	Mount Vernon	Mount Vernon
Hoquiam Water Co.....	Hoquiam	Hoquiam
Hutchinson Irrigation & Land Co..	Spokane.....	224 Realty Bldg., Spokane
Ilwaco Water Works.....	Ilwaco.....	1011 Yeon Bldg., Portland, Ore.
Index Water Company.....	Index.....	310 Alaska Bldg., Seattle
Ione Water & Light Co.....	Ione.....	815 Old Nat'l Bank Bldg., Spokane
Kapowsin Water System.....	Kapowsin	Kapowsin
Kelso Water Co.....	Kelso	Kelso
Kingston Power & Water Co.....	Kingston	Kingston
La Conner Water Co.....	La Conner	La Conner
La Crosse Water Works.....	La Crosse	La Crosse
Lake Forest Light, Water & Power Co.	Lake Forest Park....	New York Bldg., Seattle
Liberty Lake Company.....	Liberty Lake	Spokane
Little Falls Water Co.....	Vader	Vader
Lyle Company, The.....	Lyle	Lyle
Lyman Water Co.....	Lyman	Lyman
Malden Water Works Co.....	Malden	Malden
Manette Water Works.....	Manette	Manette
Maple Co-Operative Water Co.....	College Place	College Place
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Maury Water Works Co.....	Maury Island	Portage
Meerscheidt, A.	Mercer Island.....	324 Central Bldg., Seattle
Metaline Falls Light & Water Co..	Metaline Falls	Metaline Falls
Monroe Water Co.....	Monroe	511 Bailey Bldg., Seattle
Mountain Springs Water Co.....	Seaview.....	314 Chamber of Commerce, Portland, Ore.
Narrows Land Co.....	Regents Park	Tacoma
Nepple Townsite Co.....	Nepple	Nepple
Newport Water Co.....	Newport	Newport
North Bend Light, Heat, Water & Power Co.....	North Bend	North Bend
North Coast Power Co.....	Chehalis, Vancouver	Portland
North Pacific Public Service Co...	Port Angeles.....	Tacoma Bldg., Tacoma
Northern Pacific Irrigation Co.....	Kennewick	Kennewick
Northwest Electric & Water Works.	Tenino, South Bend, Montesano	Montesano
Old Town Water Works.....	Tacoma	Tacoma

NAME	LOCATION	BUSINESS ADDRESS
Orchard Water Co.....	Kalama	Kalama
Orient Water & Electric Co.....	Orient	Orient
Orting Light & Water Co.....	Orting	Orting
Pacific Power & Light Co.....	Kennewick, Prosser, North Yakima, Pasco	Portland
Panhandle Investment Co.....	Usk	Usk
Pe Ell Water System.....	Pe Ell	Pe Ell
Peoples Water Co.....	Zillah	Zillah
Pinecroft Orchard Co.....	Opportunity	Opportunity
Riverton Water Co.....	Riverton	Box 130, Seattle
Robbins Water System.....	Riverton	Riverton
Rosalia Water Co.....	Rosalia	Rosalia
Rucker Bros., Inc.....	Marysville	Everett
Seacoma Beach Improvement Co...	Three Tree Pt.....	Alaska Bldg., Seattle
Sicade, Henry C.....	Auburn	R. F. D. No. 2, Tacoma
Skagit Improvement Co.....	Burlington, Sedro Woolley....	Sedro Woolley
Springdale Water Works.....	Springdale	Springdale
Springhill Water Co.....	Bothell	Bothell
Stanwood Water Co.....	Stanwood	Stanwood
Stevenson Water & Improvement Co.	Stevenson	Stevenson
Sumas Water Co.....	Sumas	Sumas
Tacoma Land Improvement Co...	Interlaaken.....	104 So. 9th Ave., Tacoma
Tacoma Water Supply Co.....	Tacoma	Tacoma
Thomas & Colburn Water Co.....	White Salmon	White Salmon
Toledo Water Co.....	Toledo	Toledo
Tolt Water Works.....	Carnation	Carnation
Tumwater Power & Water Co....	Tumwater	Tumwater
Washington Coast Utilities.....	Arlington	Arlington
Washington-Idaho Water, Light & Power Co.	Clarkston	Clarkston
Washington Power, Light & Water Co.	Anacortes	Anacortes
Washougal Water Co.....	Washougal	Washougal
Washtucna Water System.....	Washtucna	Washtucna
Weld, F. F.....	Rolling Bay	1703 Hoge Bldg., Seattle
Western Springs Water Co.....	Steilacoom	Steilacoom
West Seattle Land & Improve- ment Company	West Seattle.....	881 Alki Ave., Seattle
White Salmon Water Co.....	White Salmon	White Salmon
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Withrow Improvement Co.....	Withrow	Withrow
Woodlawn Park Water Co.....	Spokane	Spokane
Winlock Water Co.....	Winlock	Winlock

ELECTRIC COMPANIES.

NAME	LOCATION	BUSINESS ADDRESS
Attalia Land Co.....	Attalia	P. O. Box 2170, Spokane
Baker River Power, Light & Water Co.	Concrete	Concrete

NAME	LOCATION	BUSINESS ADDRESS
Black Rock Power & Irrigation Company	Hanford	Hanford
Burbank Company, The	Burbank	Burbank
Central Light & Mfg. Co.	Pe Ell	Pe Ell
Chelan Electric Co.	Chelan	Chelan
Cheney Light & Power Co.	Cheney	Cheney
Chinook Light & Power Co.	Chinook	Chinook
Duvall Light & Water Co.	Duvall	Duvall
Enloe Electric Co.	Fairfield, Malden, Medical Lake, Rosalia, Waverly	Spokane
Everett Railway, Light & Water Co.	Everett	Everett
Goldbar Light & Water Co.	Goldbar	Goldbar
Granite Falls Electric Co.	Granite Falls	Granite Falls
Grant County Power Co.	Wilson Creek	Wilson Creek
Grays Harbor Railway & Light Co.	Aberdeen, Cosmopolis, Hoquiam	Aberdeen
Greenacres Light & Power Co.	Greenacres	Greenacres
Hunters Electrical Co.	Hunters	Hunters
Independent Electric Co.	Castle Rock, Little Falls, Vader, Winlock, Napavine, Toledo, Woodland	Portland
Index-Galena Co.	Index	Index
Ione Water & Light Co.	Ione	815 Old Nat'l Bank Bldg., Spokane
Island Electric Works	Coupeville	Coupeville
Key City Light & Power Co.	Port Townsend	Port Townsend
Kulzer Electric Light & Power System	Gray, Kulzer, Springdale, Valley	Valley
La Conner Electric Light Co.	La Conner	La Conner
La Crosse Electric Light & Power Company	La Crosse	La Crosse
Lewis County Light & Tel. Co.	Morton	Morton
Little Spokane Light & Power Co.	Milan, Deer Park, Chattaroy	Deer Park
Marcus Light & Water Co.	Marcus	Hillsboro, Ore.
Metaline Falls Light & Water Co.	Metaline Falls	Metaline Falls
Neppel Townsite Co.	Neppel	Neppel
Northern Clarke County Light & Power Co.	Yacolt	Yacolt
Northern Idaho & Montana Power Co., Ltd.	New Port	Sand Point, Idaho
North Coast Power Co.	Adna, Bucoda, Centralla, Kalama, Littell, Bucoda, Chehalis, Kelso, Meskill, Tenino	Portland
North Pacific Public Service Co.	Bremerton, Charleston, Manette, Port Orchard, Bainbridge, Island Points	Tacoma Bldg., Tacoma
North Shore Light & Power Co.	Ilwaco, Long Beach	Ilwaco

NAME	LOCATION	BUSINESS ADDRESS
Northwestern Electric Co.....	Camas, Washougal	Pittock Blk., Portland, Ore.
Northwest Electric & Water Works	Elma, Montesano	Montesano
Northwestern Power & Mfg. Co....	Port Angeles	Port Angeles
Oakville Light & Power Co.....	Oakville	Oakville
Okanogan Valley Power Co.....	Brewster, Bridgeport, Mansfield, Okanogan, Omak, Oroville, Pateros, Riv rside	521 1st Ave., Spokane
Olympia Light & Power Co.....	Olympia	Olympia
Pacific Northwest Traction Co....	Burlington, Hamilton, Lyman, Mount Vernon, Sedro Woolley	Bellingham
Pacific Power & Light Co.....	Benton City, Beverly, Centerville, Dayton, Dixie, Goldendale, Grand Dalles, Grandview, Granger, Hunters- ville, White Salmon, Husum, Kenne- wick, Klona, Mabton, Moxee, Naches, North Yakima, Pasco, Pomeroy, Wapato, Zillah, Prescott, Prosser, Richland, Selah, Sunnyside, Toppen- ish, Waitsburg, Walla Walla, Wallula, White Bluffs.....	Portland
Pehrson Bros. Mill Co.....	Ferndale	Ferndale
Portland Railway, Light & Power Co.	Vancouver	Portland
Poulsbo Light & Power Co.....	Poulsbo	Poulsbo
Puget Sound Electric Railway....	Auburn, Kent	Seattle
Puget Sound Gas Co.....	Monroe, Snohomish	Everett
Puget Sound International Ry. & Power Co.....	Everett.....	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.	Alderton, Allentown, American Lake, Auburn, Bellevue, Bellingham, Bothell, Buckley, Burnett, Carbonado, Christopher, Dieringer, Duwamish, Earlington, Enumclaw, Everett, Fife, Foster, Geneva, Glacier, Hollywood, Houghton, Hunt's Point, Issaquah, Juanita, Kapowsin, Kirkland, Lake Forest Park, Lynden, Maple Falls, McMillan, Medina, North Bend, North Park, O'Brien, Orillia, Orting, Puyallup, Redmond, Renton, Rich- mond, Richmond Beach, Richmond Highlands, Riverton, Ronald, Ruston, Seattle, Snoqualmie, South Prairie, Sumner, Sunnydale, Tacoma, Thomas, Three Tree Point, Carna- tion, Wayne, Wilkeson, Willows.....	Seattle

NAME	LOCATION	BUSINESS ADDRESS
Rainier Heat & Power Co.....	Seattle	612 Central Bldg., Seattle
Republic Light & Power Co.....	Republic	Republic
Ridgefield Light & Power Co.....	Ridgefield	Ridgefield
Sequim Light & Power Co.....	Sequim	Sequim
Shelton Electric Co.....	Shelton	Shelton
Skamania Light & Power Co.....	Stevenson, Carson	Stevenson
Spokane Heat, Light & Power Co..	Spokane	Hyde Blk., Spokane
Starbuck Electric Co.....	Starbuck	Starbuck
Stevens County Power & Light Co.	Colville	Colville
Sultan Electric Co.....	Sultan	Sultan
Sumas Electric Light Co.....	Sumas	Sumas
Tacoma Railway & Power Co.....	Tacoma, Ruston, Puyallup.....	Tacoma
Toansket Flour Mills Co.....	Tonasket	Tonasket
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Twisp Light & Power Co.....	Twisp	Twisp
Valley Gas Co.....	Auburn	Auburn
Vashon Light & Power Co.....	Ellisport.....	1811 L. C. Smith Bldg., Seattle
Wahkiakum Light Co.....	Cathlamet	Cathlamet
Washington Coast Utilities.....	Arlington, Stanwood, Edmonds, Richmond Beach	Arlington
Washington-Idaho Water, Light & Power Co.....	Asotin-Clarkston, Lewiston, Idaho	Clarkston
Washington Power, Light & Water Co.	Anacortes	Anacortes
Washington Water Power Co.....	Almira, Belmont, Colfax, Creston, Davenport, Diamond, Elberton, En- dicott, Harrington, Hartline, Latah, Lind, Odessa, Reardon, Ritzville, Spangle, Spokane, Sprague, St. John, Wilbur, Rockford, Colton, Palouse, Farmington, Garfield, Oakesdale, Pullman, Tekoa, Uniontown, Johnson	Spokane
Washtucna Electric Co.....	Washtucna	Washtucna
Wenatchee Valley Gas & Electric Co.	Cashmere, Dryden, Entiat, Monitor, Orondo, Waterville, Wenatchee	Wenatchee
Western Light & Power Co.....	Camas	Washougal
Whidby Electric Co.....	Langley	Langley
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Willapa Electric Co.....	Raymond, South Bend.....	Raymond
Willapa Power Co.....	South Bend	South Bend
Willett Bros.	Addy	Colville

TELEPHONE COMPANIES.

NAME	EXCHANGES	BUSINESS ADDRESS
Angeles Telephone & Tel. Co.....	Fairholm, Port Angeles, Sequim	Port Angeles
Asotin Telephone Co.....	Asotin, Anatone, Cloverland	Asotin
Attalia Telephone Co.....	Attalia	Attalia
Benton Independent Telephone Co.	Prosser	Prosser
Blair Telephone Exchange of To- ledo, The Geo. W.....	Toledo	Toledo
Bluecreek Columbia Telephone Co.	Addy	Addy
Bluecreek Farmers' Telephone Ass'n.	Chewelah	Chewelah
Bothell Telephone Co.....	Bothell	Bothell
Brewster Telephone Exchange....	Brewster	Brewster
Bridgeport Telephone Exchange...	Bridgeport	Bridgeport
Butler, Audley	Ashford	Ashford
Camas Telephone & Telegraph Co.	Camas	Washougal
Camas Prairie Telephone Co.....	Glenwood	Glenwood
Cascade Telephone Co.....	North Bend	North Bend
Cascade Telephone Co.....	Roslyn	Roslyn
Castle Rock & St. Helens Tel. Co..	Castle Rock	Silver Lake
Cedar Canyon Telephone Co.....	Turk	Turk
Cedarhome Telephone Co.....	Stanwood	Stanwood
Centerville Telephone Co.....	Centerville	Centerville
Chehalis-Boistfort Telephone Co..	Curtis	Curtis
Chelan Valley Telephone & Tele- graph Company	Chelan, Chelan Falls, Lakeside	Chelan
Cheney Light & Power Co.....	Cheney..701 Old Nat'l Bank Bldg.,	Spokane
Chewelah Telephone Co.....	Chewelah	Chewelah
Chicago, Milwaukee & St. Paul Ry. Co.	Rainier	Milwaukee
Citizens Independent Telephone Co.	Port Townsend, Irondale....	Port Townsend
City Telephone Company.....	Sunnyside	Sunnyside
Cloverland & Asotin Tel. Co.....	Cloverland	Cloverland
Cohasset Beach Telephone Co.....	Aberdeen, Bay City, Cohasset, Westport	Aberdeen
Columbia Telephone Co.....	Sixprong	Sixprong
Colville Indian Reservation Gov- ernment Tel. Line.....	Colville Indian Reservation....	Nespelem
Connell-Kahlotus Telephone Co....	Connell, Kahlotus	Connell
Connell Land & Improvement Co..	Connell, Pasco, Ritzville, Kahlotus	Connell
Cowiche Telephone Co.....	Cowiche	Cowiche
Creston Telephone Co.....	Creston	Creston
Davenport Independent Tel. Co....	Davenport	Davenport
Des Moines Rural Telephone Co...	Des Moines	Des Moines
Dryad Home Telephone Co.....	Doty, Dryad	Dryad

NAME	EXCHANGES	BUSINESS ADDRESS
East Okanogan Farmers' Tel. Co.	Chesaw, Molson	Chesaw
Echo Valley & Colville Tel. Co.	Colville	Colville
Edmonds Independent Tel. Co.	Edmonds	Edmonds
Ellensburg Telephone Co.	Ellensburg	Ellensburg
Elma Telephone Co.	Elma	Elma
Entiat Telephone & Telegraph Co.	Entiat	Entiat
Fall City Telephone Co.	Fall City	Fall City
Farmers Independent Tel. Assn.	Salkum	Toledo
Farmers Independent Tel. Co.	Mansfield, Waterville	Waterville
Farmers & Merchants Tel. Co.	Othello	Othello
Farmers Mutual Telephone Co.	Alki, Blaine, Custer, Deming, Ferndale, Lynden, Nooksack, Sumas	Lynden
Farmers Telephone Co. of Pe Ell	Pe Ell	Pe Ell
Farmers Telephone Co.	Omak	Omak
Farmers Telephone & Tel. Co.	Wenatchee	Wenatchee
Florence-Ray Lbr., Land & Dev. Co.	Index	Index
Furnes, Amos	Bucoda	Bucoda
Garfield Telephone Exchange	Garfield	Garfield
Granger Telephone & Telegraph Co.	Cathlamet, Kelso, Skamokawa, Stella	Kelso
Grant County Telephone Co.	Quincy	Quincy
Green Bluff Telephone Co.	Green Bluff	R. F. D. No. 1, Mead
Harman, I. G.	Orting	Orting
Harstine Telephone Co.	Harstine, Shelton	Arcadia
Hettrick, J.	Yelm	Yelm
Hicksville-Wheeler Telephone Co.	Neppel, Wheeler, Warden	Wheeler
Home Telephone Co.	Castle Rock	Castle Rock
Home Telephone Co.	Chehalis, Ethel, Silver Creek, Toledo, Vader, Winlock	Silver Creek
Home Telephone Co.	Spokane	Spokane
Hotes, Frederick J.	Alder	Alder
Ilwaco Telephone & Tel. Co.	Chinook, Ilwaco, Long Beach	Ilwaco
Inland Co-Operative Association	Albion, Pullman	Pullman
Inter-Farmers Telephone Co.	Leland	Leland
Inter-Island Telephone Co.	East Sound, Friday Harbor, Lopez Island	Friday Harbor
International Telephone Co.	East Point Roberts, West Point Roberts	Bellingham
Interstate Utilities Co.	Long Distance	Spokane
Island Empire Telephone & Tele- graph Company	Gig Harbor, Burton	Tacoma
Kalama Local Tel. Exchange	Kalama	Kalama
Kapowsin Telephone Co.	Kapowsin	Kapowsin
Keller & San Poll Telephone & Telegraph Co.	Keller	Keller

NAME	EXCHANGES	BUSINESS ADDRESS
Kennewick Valley Telephone Co.	Kennewick, Richland, Finley, Hover, Benton City	Kennewick
Kettle Falls & Daisy Tel. System.	Bissell, Cedonia, Daisy, Gifford, Hunters, Inchellum, Rice.....	Kettle Falls
Krupp Telephone Co.	Krupp	Krupp
Lacy-Chambers Prairie Mutual Telephone Co.	Lacey	R. F. D. No. 2, Olympia
La Crosse Telephone Co.	La Crosse	La Crosse
Lake Washington Telephone Co.	Kirkland	Kirkland
Lewis County Light & Tel. Co.	Morton, Mineral, Randle.....	Morton
Lewis River Independent Tel. Co.	Woodland	Woodland
Liberty Lake Telephone Co.	Liberty Lake	Liberty Lake
Little Kentucky Rural Tel. Co.	Toledo	Toledo
Lyle Telephone Co.	Lyle	Lyle
Maple Falls Telephone Co.	Glacier, Maple Falls.....	Maple Falls
Marcus & Kettle Valley Tel. Co.	Marcus, Napoleon, Boyds.....	Marcus
Maryhill Improvement Co.	Maryhill	Maryhill
Mashell Telephone Exchange.	Eatonville	Eatonville
McCleary Timber Co., Henry.	McCleary	McCleary
McCoy, L. B.	Port Gamble	Port Gamble
Medical Lake Telephone Co.	Medical Lake	Medical Lake
Minehaha Co-Operative Tel. Co.	Vancouver	Vancouver
Montesano Telephone Co.	Montesano	Montesano
Mountain Line Co.	Cape Horn	Cape Horn
Mutual Telephone Co.	Mesa	Mesa
Naches Telephone Co.	Naches	Naches
Nagel Telephone System.	Neppel	Neppel
Nasel Farmers Telephone Co.	Nasel	Nasel
Nile Telephone Co.	Nile	Nile
North Basin Telephone Co.	Orin	Orin
Northeastern Telephone Co.	Pomona	Pomona
Northport Deep Creek Tel. Co.	Cummins	Cummins
North River Telephone Co.	Raymond	Cosmopolis
North Shore Telephone Co.	Knappton	Knappton
Northwest Long Distance Tel. Co.	Long Distance	Portland, Ore.
Oakesdale Telephone Exchange.	Oakesdale	Oakesdale
Olalla Telephone Co.	Olalla	Olalla
Orchards Telephone Co.	Orchards	Vancouver
Oregon-Washington Telephone Co.	White Salmon, Goldendale, Glenwood, Husum, Trout Lake.....	Hood River, Ore.
Outlook Telephone Co.	Outlook	Outlook
Pacific Telephone & Telegraph Co.	Various	Seattle
Peninsula Telephone Co.	Clallam Bay	Clallam Bay
Peoples Co-Operative Tel. Co.	Gate, Rochester, Oakville, Little Rock.....	Gate
Peoples Telephone & Power Co.	Tonasket	Tonasket
Porter Independent Telephone Co.	Porter	Porter
Poulsbo Rural Telephone Co.	Poulsbo	Poulsbo
Prescott Tel. & Tel. Co.	Prescott	Prescott

Puget Sound Telephone Co.....	Everett, Anacortes, Arlington, Bellingham, Burlington, Darrington, Duvall, Granite Falls, La Conner, Marysville, Monroe, Mt. Vernon, Sedro Woolley, Snohomish, Stan- wood, Carnation, Vashon.....	Everett
Puyallup Valley Home Tel. Co.....	Puyallup	Puyallup
Quincy Telephone Co.....	Quincy, Burke, Ephrata, Trinidad, Winchester	Quincy
Richmond Beach Telephone & Power Company	Richmond Beach	Richmond Beach
Ridgefield, Sara & Vancouver Farmers Telephone Co.....	Ridgefield	Ridgefield
Rosalia Telephone Co.....	Malden, Pine City, Rosalia, Thornton	Rosalia
Sea Beach Packing Works.....	Copalis, Copalis Crossing.....	Aberdeen
Seattle-Port Angeles & Western Railway	Various Lumber Camps.....	Port Angeles
Selah Telephone Co.....	Selah	Selah
Skagit River Tel. & Tel. Co.....	Birdsview, Concrete, Hamilton, Lyman, Rockport, Sauk, Sedro Woolley, Van Horn.....	Concrete
Skagit Valley Telephone Co.....	La Conner	La Conner
Skamania Co-Operative Tel. Assn..	Stevenson	Stevenson
Sound Tel. & Tel. Co.....	Lake Bay	Lake Bay
Spangle Telephone Exchange.....	Spangle	Spangle
Stemilthill Telephone Co.....	Wenatchee	Wenatchee
St. John Co-Operative Tel. & Tel. Co.	St. John	St. John
Summit Valley Telephone Co.....	Addy	Addy
Sunnydale Telephone Co.....	Sunnydale.....	R. F. D. No. 3, Seattle
Sunnyside Telephone Co.....	Sunnyside, Outlook, Grandview, Prosser	Sunnyside
Tampico Telephone Co.....	Tampico	Yakima
Tekoa Telephone Exchange.....	Tekoa	Tekoa
Tenino Telephone Exchange.....	Tenino	Tenino
Tieton Telephone Co.....	Tieton	Yakima
Touchet Central Telephone Co....	Touchet	Touchet
Tualco Telephone Co.....	Monroe	Monroe
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Underwood Telephone Co.....	Underwood	Underwood
Uniontown Telephone Co.....	Uniontown	Uniontown
Valley Telephone Co.....	Goldbar	Goldbar
Valley Telephone Co.....	Valley	Valley
Valley Telephone Co.....	Grandview, Mabton, Zillah, Granger, Sunnyside, Toppenish, Wapato	Sunnyside
Washington Coast Utilities Co....	Ellisport, Burton	Ellisport
Washington Northern Tel. & Tel Co.	Republic	Republic

NAME	EXCHANGES	BUSINESS ADDRESS
Washougal Home Tel. Co.....	Washougal	Washougal
Washington High Line Tel. Co.....	Washtucna, Ritzville	Ritzville
Waverly Telephone Co.....	Waverly	Waverly
Wenas Telephone Co.....	Selah	Selah
West Crescent Farmers Co-Opera-		
tive Telephone Co.....	Reardan	Reardan
West Farmers Telephone Line.....	Lind	Lind
West Side Telephone Co.....	Twisp	Twisp
Wetterer, A. C. (Marcus Local		
Tel. Exchange)	Marcus	Marcus
Wheat Ridge Telephone Co.....	Wilbur	Wilbur
Whidby Telephone Co.....	Langley	Langley
White Bluffs & Columbia River		
Telephone Co.	White Bluffs, Hanford.....	White Bluffs
Willapa Valley Telephone Co.....	Willapa	Willapa
Winesap Telephone Co.....	Winesap	Winesap
Winlock Home Telephone Co.....	Winlock	Winlock
Winona Telephone Co.....	Winona	Winona
Woodhouse Telephone Co.....	Yakima	Yakima

DOCKS AND WHARFS.

NAME OF DOCK	COMPANY
ABERDEEN:	
Aberdeen Dock & Warehouse.....	T. B. Darragh & Co.
Harbor Dock.....	Harbor Dock Co.
ANACORTES:	
Anacortes Lumber & Box Co. Dock.....	Anacortes Lumber & Box Co.
City Float (Municipal).....	City of Anacortes
Coast Fish Co. Dock.....	Coast Fish Co.
Commercial Avenue Wharf.....	Island Belt Steamship Co.
Curtis Wharf.....	Curtis Wharf Co., Inc.
Fidalgo Lumber & Box Co. Dock.....	Fidalgo Lumber & Box Co.
Pacific American Fisheries Dock.....	Pacific American Fish Cannery Co.
ARGYLE:	
Argyle Public Wharf.....	J. O. Bergman
BANGOR:	
Bangor Dock.....	Bangor Dock Co.
BELLINGHAM:	
South Bellingham Dock.....	Bellingham Warehouse Co.
Citizens Dock.....	Citizens Dock Co.
Quackenbush Dock.....	Quackenbush, L. B.
Sehome Wharf.....	Bellingham & Northern Ry. Co.
Bloedel Donovan Dock.....	Bloedel Donovan Lumber Mills
BLAINE:	
Blaine City Wharf.....	City of Blaine
Cherry St. Wharf.....	Blaine Cannery Co., 103 Yesler Way, Seattle
BREMERTON:	
Bremerton Municipal Dock.....	City of Bremerton
Hefner's Dock.....	Hefner, Martin

NAME OF DOCK	COMPANY
CAMANO:	
Camano Wharf.....	Porter Garrison
CHARLESTON:	
City Wharf.....	City of Charleston
CHICO:	
Chico Dock.....	Chico Dock Co.
CLALLAM BAY:	
Clallam Bay Dock.....	A. Fairservice & Co.
CLINTON:	
Clinton Dock.....	Sailsbury Bros., Inc.
COLBY:	
Colby Wharf.....	Jacob Anthes, 331 Stokes Bldg., Everett
COUPEVILLE:	
Coupeville Wharf.....	Coupeville Wharf Co.
DEER HARBOR:	
Deer Harbor Dock.....	Daniel Murray, Owner
DOE BAY:	
Doe Bay Dock.....	W. Townsend, Secy.
DOLPHIN:	
Community Wharf.....	J. D. Moore, Wharfinger
DUNGENESS:	
Dungeness Wharf	C. F. Seal, Mgr.
McAlmond Wharf.....	Henry McAlmond, Owner
EAST SOUND:	
East Sound Dock.....	East Sound Mercantile Co.
EDMONDS:	
City Dock.....	City of Edmonds
EGLON:	
Eglon Dock.....	Eglon Dock Co.
ELWOOD:	
Elwood Wharf.....	Edward Drake, Owner, R. F. D., Charleston
EVERETT:	
City Dock.....	City Dock Co.
Everett Dock.....	Everett Dock & Warehouse Co.
FAIRMONT:	
Fairmont Dock.....	Frank Giffin, Owner
FAIRVIEW:	
Fairview Dock.....	Fairview Dock & Imp. Ass'n
FRAGARIA:	
Fragaria Dock.....	Fragaria Dock & Warehouse Co.
FRIDAY HARBOR:	
Carter's Dock.....	L. B. Carter, Owner
City Dock.....	San Juan Agricultural Co.
GLENDALE:	
Glendale Dock.....	Glendale Improvement Co.

NAME OF DOCK	COMPANY
GREENBANK:	
Greenbank Wharf.....	The Greenbank Co.
Hadlock Wharf.....	Hadlock Mercantile Co.
HOQUIAM:	
Eighth St. Dock.....	Soule Tug & Barge Co.
KINGSTON:	
Kingston Dock.....	Kingston Wharf Co., Inc.
Newellhurst Wharf.....	Rose Mae Newell, Owner
LA CONNER:	
La Conner Dock.....	C. M. Peck, Owner
LANGLEY:	
Brown's Point Wharf.....	Jos. F. Brown, Owner
Langley Wharf.....	C. C. Lynch, Mgr.
LOPEZ:	
Lopez Dock.....	Van Bougart & Johnson, Owner
MANCHESTER:	
Manchester Wharf.....	Manchester Improvement Co.
MANETTE:	
Manette Wharf.....	Manette Improvement Co.
MANITOU BEACH:	
Manitou Beach Dock.....	Manitou Beach Wharf Club
MANZANITA:	
Manzanita Wharf.....	David Hake, Owner
MARYSVILLE:	
Municipal Dock.....	City of Marysville
MAXWELTON:	
Maxwelton Wharf.....	Mackie Bros.
MOUNT VERNON:	
City Dock.....	Skagit River Nav. & Trading Co.
NEAH BAY:	
Neah Bay Dock.....	Neah Bay Dock Co.
NELLITA:	
Nellita Wharf.....	Brueger & Brueger
NORTHILLA BEACH:	
Northilla Beach Dock.....	Norton & Co., 210 Berlin Bldg., Tacoma
OAK HARBOR:	
Maylor Bros. Wharf.....	J. R. Maylor, Owner
OLALLA:	
Olalla Dock.....	Olalla Wharf Ass'n
OLYMPIA:	
Percival's Dock.....	J. C. Percival
ORCAS:	
Orcas Dock.....	C. Van Moorhem & Son
PLEASANT BEACH:	
Pleasant Beach Dock.....	A. F. Nichols Co., Inc., 1-5 Haller Bldg., Seattle

NAME OF DOCK	COMPANY
PORT ANGELES:	
Peoples Wharf.....	Peoples Wharf Co.
Pier No. 1.....	J. O. Morse, Owner
Port Angeles City Dock.....	Port Angeles City Dock Co.
PORT DISCOVERY:	
Gardiner Dock.....	Gardiner Timber & Land Co.
PORT GAMBLE:	
Port Gamble Dock.....	Puget Mill Co.
PORT LUDLOW:	
Port Ludlow Dock.....	Puget Mill Co.
PORT MADISON:	
Port Madison Dock.....	Kitsap County Transportation Co.
PORT ORCHARD:	
Central Dock	N. G. Rose, Mgr.
Port Orchard Wharf.....	Wm. Peterson, Mgr.
Veterans Home Dock.....	W. H. Wiscombe, Supt.
PORT STANLEY:	
Port Stanley Dock.....	Moulton & Browne
PORT TOWNSEND:	
Hillside Wharf.....	Hillside Dock Co.
Standard Oil Co.'s Dock.....	Standard Oil Co.
Tyler St. Dock.....	Tyler St. Dock Co.
Union Wharf.....	Union Dock Co.
PORT WILLIAMS:	
Port Williams Dock.....	H. J. Bugge, Owner
POULSBO:	
Municipal Dock.....	City of Poulsbo
QUILCENE:	
Quilcene Dock.....	W. S. Green, Owner
RICHARDSON:	
Richardson Wharf.....	Salmon Bank Canning Co.
ROCHE HARBOR:	
Roche Harbor Dock.....	Tacoma & Roche Harbor Lime Co.
SAN DE FUCA:	
San De Fuca Dock.....	John Armstrong, Whfgr.
SEABECK:	
Seabeck Dock.....	A. L. Hotchkiss, Whfgr.
SEATTLE:	
Albers Dock.....	Albers Bros. Milling Co.
Bell St. Wharf.....	Port Commission
Colman Dock	Colman Dock Co.
Hanford St. Wharf.....	Port Commission
G. T. P. Dock.....	Pacific S. S. Co.
Harbor Island Dock.....	Harbor Island Dock & Whse. Co.
Lander St. Wharf.....	Port Commission
Lilly's Dock	C. H. Lilly Co.
Pan-American Dock.....	Pan-American Dock & Whse. Co.

NAME OF DOCK	COMPANY
Salmon Bay Wharf.....	Port Commission
Smith's Cove Oil Dock.....	Jas. Griffiths & Sons
Smith's Cove Terminal.....	Port Commission
Stacy St. Dock.....	Port Commission
Whatcom Ave. Wharf.....	Port Commission
Youngstown Dock.....	Drummond Lithorage Co.
Pier 1	C. P. Ry.; N. P. Ry.
Pier 2	Alaska S. S. Co.; N. P. Ry.
Pier 3	Galbraith Dock Co.
Pier 4	Spring St. Dock & Whse. Co., Inc., 103 Yesler Way
Pier 5	Arlington Dock Co.
Pier 6	C., M. & St. P. Ry.
Pier 7	Schwabacker Dock & Whse. Co.
Pier 8	Pacific Dock & Whse. Co.
Pier 9	Virginia St. Dock & Whse. Co.
Pier 10	Virginia St. Dock & Whse. Co.
Pier 12	Wall St. Dock Co.
Pier 14	Dodwell & Co.
Pier A	Washington St. Dock & Whse. Co.
Pier B	Pacific S. S. Co.
Pier C	Eyers Storage & Whse. Co.
Pier D	Pacific Steamship Co.
SHAW ISLAND:	
Shaw Island Wharf.....	Del Hoffman, Owner
SHELTON:	
Shelton Dock.....	Shelton Transportation Co.
SILVERDALE:	
Silverdale Dock.....	Matt Thuesen, Agent
STANWOOD:	
Stanwood Dock.....	Skagit River Nav. & Trading Co.
STEVENSON:	
Stevenson Wharf.....	Stevenson Wharf Co.
TACOMA:	
Commercial Dock.....	Commercial Dock Co.
Municipal Dock.....	City of Tacoma
TRACYTON:	
Tracyton Dock.....	Tracyton Dock Association
UNION CITY:	
Union City Dock.....	Union City Dock Co.
WEST SOUND:	
West Sound Dock.....	West Sound Trading & Trans. Co.
WHITE SALMON:	
White Salmon Wharf.....	White Salmon Wharf Co.
WINSLOW:	
Winslow Dock	Winslow Grange & Imp. Co.

RAILROADS (Steam).

NAME OF COMPANY	PRINCIPAL OFFICE IN STATE
Bellingham & Northern Ry.....	See C., M. & St. P. Ry. Co.
Blakely Railroad Co.....	Seattle
Camas Prairie Railroad Co.....	See O.-W. R. & N. Co.
Canadian Pacific Railway.....	Seattle
Centralia Eastern Railway.....	Tacoma
Chicago, Milwaukee & St. Paul Ry. Co.....	Seattle
Clear Lake Logging Co.....	Clear Lake
Cowlitz, Chehalis & Cascade Ry.....	Seattle
Elk Creek & Grays Harbor Railway.....	Doty
Great Northern Railway Co.....	Seattle
Hall & Hall Railway Co.....	Stanwood
Hartford Eastern Railway.....	Everett
Klickitat Northern Railroad Co.....	Klickitat
Little River Ry. & Logging Co.....	Port Angeles
Marysville & Arlington Ry.....	Seattle
Milwaukee Terminal Railway.....	See C., M. & St. P. Ry. Co.
Newaukum Valley Railway.....	Onalaska
North Bend & Eastern Railway.....	Edgewick
Northern Pacific Railway Co.....	Tacoma
Oregon-Washington R. R. & Nav. Co.....	Portland, Ore.
Oregon Trunk Railway.....	Portland
Pacific Coast Railroad Co.....	Seattle
Pe Ell & Columbia River Railway.....	Pe Ell
Peninsular Railway	Shelton
Port Townsend & Puget Sound Railway.....	Seattle
Puget Sound & Baker River Railway.....	Everett
Puget Sound & Cascade Railway.....	Clear Lake
Puget Sound & Willapa Harbor Ry. Co.....	Seattle
Seattle, Port Angeles & Western Ry.....	Seattle
Spokane & British Columbia Railway.....	Republic
Skookum Ry. & Logging Co.....	Tenino
Spokane International Railway.....	Spokane
Spokane, Portland & Seattle Railway Co.....	Portland, Ore.
Star Logging Co.....	Globe
Tacoma Eastern Railway.....	See C., M. & St. P. Ry. Co.
Thurston County Railway.....	Olympia
Washington, Idaho & Montana Ry.....	Potlatch, Idaho
Washington Western Railway.....	Three Lakes
Waterville Railway	Waterville

RAILWAYS (Electric).

NAME OF COMPANY	ADDRESS
Everett Railway, Light & Water Co.....	See P. S. T., L. & P. Co.
Grays Harbor Railway & Light Co.....	Aberdeen
Lewiston-Clarkston Transit Co.....	Clarkston
Loyal Railway Co.....	Seattle
North Coast Power Co.....	Portland, Ore.
Olympia Light & Power Co.....	Olympia

NAME OF COMPANY	ADDRESS
Pacific Northwest Traction Co.....	See P. S. T., L. & P. Co.
Pacific Traction Co.....	See P. S. T., L. & P. Co.
Puget Sound Electric Railway.....	See P. S. T., L. & P. Co.
Puget Sound International Ry. & Power Co.....	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.....	Seattle
Seattle & Rainier Valley Ry.....	Seattle
Spokane & Inland Empire Railway.....	Spokane
Tacoma Railway & Power Co.....	See P. S. T., L. & P. Co.
Walla Walla Valley Railway Co.....	Walla Walla
Washington Electric Railway.....	Portland
Washington Water Power Co.....	Spokane
Western Washington Power Co.....	See P. S. T., L. & P. Co.
Willapa Electric Co.....	Raymond
Yakima Valley Transportation Co.....	North Yakima

EXPRESS COMPANIES.

NAME OF COMPANY	LINE OPERATING ON
American Express Co.....	O.-W. R. & N. Co.
Great Northern Express Co.....	G. N. Ry. Co.
Northern Express Co.....	N. P. Ry. Co.
Wells Fargo Express Co.....	C., M. & St. P. Ry. Co.
Western Express Co.....	S. I. Ry.

TELEGRAPH COMPANIES.

NAME OF COMPANY	PRINCIPAL OFFICE IN STATE
Continental Telegraph Co.....	Seattle
Federal Telegraph Co.....	Seattle
Pacific Telephone & Telegraph Co.....	Seattle
Postal Telegraph Cable Co.....	Seattle
Western Union Telegraph Co.....	Seattle
Great Northern Telegraph Co.....	St. Paul, Minn.
Spokane International Ry. Co.....	Spokane

STEAMBOAT COMPANIES.

NAME	ADDRESS
Acord, Fred	Bridgeport
Admiralty Logging Co.....	Seattle
Ahl, Oscar	Lake Cushman
Alki Point Transportation Co.....	Seattle
Allman Hubble Tugboat Co.....	Hoquiam
American Tugboat Co.....	Everett
Anderson, Fred.....	Seattle, Ballard Station
Anderson Bros. Towing Co.....	La Conner
Anderson Steamboat Co.....	112 Erie Ave., Seattle
Bailey, C. A.....	912 E. Pike St., Seattle
Bailey Transportation Co.....	Seattle
Barbee, I. H.....	Anacortes

NAME	ADDRESS
Bevier, Frank.....	City Dock, Seattle
Berch & Anderson Towboat Co.....	110 Lakeside Ave., Seattle
Border Line Transportation Co.....	Seattle
Bossburg Ferry	Bossburg
Bradford, E. L.....	Olympia
Bremerton Boat House.....	Bremerton
Bremerton Ice & Fuel Co.....	Bremerton
Brenner Oyster Co., J. J.....	Olympia
Brouillet, Ray.....	Joshua Green Bldg., Seattle
Brown, Frank C.....	Pasco
Brown, Will H.....	2020 13th Ave. W., Seattle
Brown's Ferry	Langley
Bryan, J.	Alameda
Buchanan, J. A.....	Olympia
Bullock, E. A.....	Blaine
Bush, F. P. and O. L.....	927 So. D St., Tacoma
Barton, A. J.....	Bellingham
Caldwell Transportation Co.....	Aberdeen
Cammon & Larson.....	Yoman
Camp, B. C.....	Kettle Falls
Carr, W. B.....	Richardson
Cartmell, H. K.....	Everett
Cary-Davis Towing Co.....	Pier A, Seattle
Chesley Tug & Barge Co.....	Seattle
Christensen, Niels	Winslow
City Transfer Co.....	Port Townsend
Columbia Transportation Co.....	637 N. Y. Bldg., Seattle
Coulter Towboat Co.....	South Bend
Cowan, A. E.....	Grant
Cram, B. O.....	Langley
Croft, Chas. E.....	Pier A, Seattle
Crosby Towboat Co.....	G. T. P. Dock, Seattle
Daisy Ferry	Daisy
Dalles, Portland & Astoria Nav. Co.....	Portland
Darling, Albert	Olympia
Donovan, J. M.....	Seattle
Dorgan, J. E.....	Everett
Drummond Lighterage Co.....	623 Coleman Bldg., Seattle
Dudley, W. B.....	Islandale
Eagle Harbor Transportation Co.....	Winslow
East Side Launch Co.....	Tacoma
Ehrich, E. A.....	Yoman
Elder, Geo. H.....	Long Branch
Ellis Towboat Co.....	South Bend
Erb, Roy H.....	Friday Harbor
Erickson & Jacobson.....	Hoquiam
Everett Tug & Barge Co.....	Everett
Finsen, Fred H.....	Cornet
Fletcher, E. L.....	Hoh

NAME	ADDRESS
Forester Tugboat Co.....	Aberdeen
Foss Launch Co.....	Tacoma
Fowler & Egge.....	Stanwood
Frank Waterhouse & Co., Inc.....	Seattle
Freeland Transportation Co.....	Freeland
Frith, J. R.....	Langley
Garrett, F. S.....	Bellingham
Glenn, J. E.....	Monroe
Graham & Butcher.....	Aberdeen
Grant, W. C.....	Seattle
Grays Harbor Tugboat Co.....	Hoquiam
Greyhound Transportation Co.....	Tacoma
Gross, Clara	Seattle
Hassath, Thos.	Blaine
Hales Pass. & Woolochet Navigation Co.....	Cromwell
Hall, Geo. A.....	Olympia
Halleran, Martin and John.....	Olalla
Halvorsen, Albert	Egdon
Hamilton, J. E.....	Anacortes
Hanson, H. D. Ferry Co.....	Bremerton
Hanson, E.	Blaine
Harbor Towing Co.....	Aberdeen
Harkins Transportation Co.....	Portland, Ore.
Harley, C. S.....	Seattle
Harper Barge & Lighterage Co.....	L. C. Smith Bldg., Seattle
Harvey, T. A.....	Mount Vernon
Haskill, J. H.....	Harstine Island
Hastings Steamboat Co.....	Port Townsend
Hayes, Ed S.....	Bellingham
Helmbach, C. T.....	Anacortes
Helser, D. R.....	Olympia
Hendrickson, Ben	Nordland
Henry, W. M.....	Nahcotta
Hoeck, Ole.....	2427 W. 57th St., Seattle
Hoff, J. M.....	Steilacoom
Hopper, E. W.....	2218 W. 56th-St., Seattle
Houchen, O. D.....	Port Blakely
Humptulips Towing Co.....	Aberdeen
Husby, Edwards.....	Pier 1, Seattle
Independent Sand & Gravel Co.....	Aberdeen
Independent Towing Co.....	Colman Dock, Seattle
Inter-Island Navigation Co.....	Friday Harbor
Island Belt Steamship Co.....	Anacortes
Island Transportation Co.....	Pier 3, Seattle
Island Transportation Co.....	Bellingham
Iverson, Peter	Poulsbo
Jackson, Andrew	Everett
Jakle, Wm.	Friday Harbor

NAME	ADDRESS
Jesper, H. N.....	Rolling Bay
Johnson, Chas. E.....	Port Townsend
Johnson, Edward	Seabeck
Johnson, H. R.....	Allyn
Johnson, Marlon	Anacortes
Johnson & Nelson Transportation Co.....	Ollala
Johnson Towing Co., N. L.....	Seattle
Jones, B. L.....	Bellingham
Judy Transportation Co.....	1908 6th Ave. W., Seattle
Kasch, W. H.....	Anacortes
Kellogg Transportation Co.....	Portland, Ore.
Key City Steamship Co.....	Port Townsend
Kiester, H. C.....	Cromwell
King & Wing.....	Seattle
King County Ferry.....	County Auditor, Seattle
Kingston Transportation Co.....	602 Hoge Bldg., Seattle
Kitsap County Transportation Co.....	Pier 3, Seattle
Knapp, Fred	Silcott
Knight, John	Wawawai
Lake Chelan Boat Co.....	Chelan
Lake Chelan Transportation Co.....	Lakeside
Lake Whatcom Navigation Co.....	Bellingham
Larsen, Ed.	Blaine
Lawrence, Oscar	Seattle
Lermond, Percy.....	4633 44th Ave. S., Seattle
Leschi Boat House.....	Seattle
Lester & Monahan.....	Room 18, Colman Dock, Seattle
Lewis River Transportation Co.....	La Center
Liberty Bay Transportation Co.....	Poulsbo
Lien Bros.	Stanwood
Lillico Launch Co.....	Seattle
Lorenze, C. Oscar.....	311 So. 4th St., Tacoma
Lorenze Navigation Co.....	Rosedale
Lorenzen & Hester.....	Harstine
Lummi Navigation Co.....	Bellingham
Lundgren, Joseph	Port Blakely
Manette Transportation Co.....	Manette
Mansperger, Carl	Sylvan
Mathison, L.	Kingston
McAlmond, Henry	Dungeness
McDowell, Matthew.....	N. P. Dock, Tacoma
McPherson Bros. Co.....	Brewster
Merchants Transportation Co.....	Commercial Dock, Tacoma
Merkley, E. R.....	3701 W. 62d St., Seattle
Milwaukee Tugboat Co.....	Tacoma
Moran, Frank J.....	Pier 7, Seattle
Morres, A. R., Capt.....	2237 W. 56th St., Seattle
Morse, Eben	Mora
Morrison, J. L.....	Everett

NAME	ADDRESS
Morsman & Shaw.....	Bellingham
Munson, J. Kim.....	Shelton
Mystic Towboat Co.....	Colman Bldg., Seattle
Navy Yard Boat House Co.....	Port Orchard
Navy Yard Route, Inc.....	Seattle
Nelson, N. M.....	4103 Linden Ave., Seattle
Nelson & Larson.....	Clty Dock, Everett
Nielson, Capt. P. A.....	3641 Commodore Way, Seattle
Noble, I. M.....	Olympia
North Coast Tug Co.....	539 New York Bldg., Seattle
Northport Ferry	Northport
North Shore Transportation Co.....	Deep River
Norton, C. A.....	Anacortes
Olalla Freight Co.....	Olalla
Old Town Boat House Co.....	Tacoma
Olympia & Tacoma Navigation Co.....	Tacoma
Olympia Launch & Towboat Co.....	Port Angeles
Pacific Coast Coal Co.....	2044 Laurelshade, Seattle
Pacific Lighterage Co.....	Seattle
Pacific Towboat Co.....	Pier 1, Seattle
Pacific Transportation Co.....	South Bend
Paullin & Bongard.....	Hover
Pearl Trading Co.....	Port Angeles
Peck Bros. Towing Co.....	Everett
Peoples Navigation Co.....	The Dalles, Ore.
Perry, Wiley F.....	Anacortes
Peterson, P. W.....	Allyn
Pioneer Sand & Gravel Co.....	Foot Lane St., Seattle
Pitman & Douglas.....	Bellingham
Port Blakeley Transportation Co.....	Port Blakeley
Port of Seattle.....	411 Bell St. Whse., Seattle
Puget Sound & Baker River Ry. and Boat Line.....	Everett
Puget Sound Navigation Co.....	Seattle
Puget Sound Tugboat Co.....	Box 1838, Seattle
Raisoni, F.	Allyn
Reeves, A. V.....	South Bend
Reeves, S. M.....	South Bend
Rickaby, Harry	Anacortes
Reiners & Minor.....	Lake Bay
Rice, J. B.....	Seabeck
River Transportation Co.....	South Bend
Rose, P. S.....	Port Blakeley
Rouse Launch & Towing Co.....	Foot 24th Ave. N. W., Seattle
Rowe, W. M.....	Ferndale
San Poll Ferry & Transportation Co.....	Clark
San Juan Canning Co.....	Friday Harbor
Seely, Jerry	Pomeroy
Shelton Transportation Co.....	Shelton
Shively, Otis L.....	Foot Laurelshade Ave., Seattle

NAME	ADDRESS
Simonsen & Son, L.....	Blaine
Sixth Avenue Boat House.....	Tetlow Beach
Skagit Navigation Co.....	Stanwood
Skagit River Navigation & Trading Co.....	City Dock, Seattle
Skinner Car Ferry Co.....	Seattle
Smith, Gus	Port Blakeley
Snelder, E. G.....	Hoquiam
Snohomish & Skagit River Nav. Co.....	Everett
Soule Tug & Barge Co.....	Hoquiam
Sparling, Geo. W.....	Hoquiam
Spencer, Arthur H.....	City Dock, Everett
Spoon, Henry	Aberdeen
Standard Towboat Co.....	Raymond
Stanley, James	Tacoma
Star Steamship Co.....	410 Pioneer Bldg., Seattle
Stevens, W. W.....	4315 W. Atlantic St., Seattle
Still Harbor & Tacoma S. S. Co.....	Long Branch
Stokes, F. H.....	Olympia
Storr, B. E.....	Port Angeles
Strange, W. H. (Ferry).....	Almota
Tacoma & Burton Navigation Co.....	3916 N. 32d St., Tacoma
Swift, Ed. (Ferry).....	Penawawa
Tacoma Tug & Barge Co.....	N. P. Dock, Tacoma
Tacoma Tugboat Co.....	Municipal Dock, Tacoma
Taylor, J. A.....	Anacortes
Taylor, E. B.....	New Kamilche
Thompson, Harry D.....	Hoquiam
Thuesen, Mads	Silverdale
Thurber, Fred W.....	Hoquiam
Tollaksen, M. E.....	1959 11th Ave. W., Seattle
Tompkins, H. E.....	Bremerton
Towboat Owners' Association.....	Seattle
Trafton, W. G.....	Anacortes
Transit Towboat Company.....	South Bend
Tregoning Boat Co.....	Ballard
Tucker, O. R.....	2039 E. 36th St., Tacoma
Union Boat House.....	Port Townsend
Upper Columbia Steamship Co.....	Bridgeport
Van Slyke, L. H.....	Beverly
Vashon Island Freighting Co.....	Olalla
Vashon Navigation Co.....	Dockton
Vogelbaum & Olsen.....	4113 So. J St., Tacoma
Vollans, B. H.....	Everett
Wake, A. H.....	Seattle
Wallula Gap Ferry.....	Wallula
Walton, Albert W.....	Seabeck
Washington Route	Galbraith Dock, Seattle
Washington Gas Boat Association.....	Seattle
Washington Tug & Barge Co.....	Colman Dock, Seattle

NAME	ADDRESS
West Pass Transportation Co.....	Lisabuela
Weber, J. C.....	Sixth Ave. Sta., Tacoma
Wegener & Judges.....	1107 A St., Tacoma
West Side Barge Co.....	210 Lowman Bldg., Seattle
Western Transportation & Towing Co.....	736 Pittock Bldg., Portland, Ore.
Weston, A. J.....	Olympia
Whidby Island Sand & Gravel Co.....	Bellingham
Wick, H. O.....	1421 W. 59th St., Seattle
Willapa Transportation Co.....	South Bend
Wilson Navigation Co.....	Aberdeen
Wishkah Boom Co.....	Aberdeen
Wood, Chas. A.....	Anacortes
Yeomans Boom Co.....	Pe Ell

FINANCIAL STATEMENT OF THE PUBLIC SERVICE COMMISSION, NOVEMBER 30, 1917.

	Total Biennium appropriation	Disbursements to November 30, 1916	Disbursements December 1, 1916, to March 31, 1917	Balance of 1916 Biennium Appropriation Reverting to General Fund	Total 1917 Biennium Appropriation	Disbursements April 1, 1917, to November 30, 1917	Undisbursed Balance of 1917 Biennium Appropriation
Commissioners' salaries	\$29,875 00	\$24,788 83	\$5,000 00	\$28 12	\$29,000 00	\$9,900 96	\$20,000 04
Rate expert, salary	6,000 00	5,000 00	1,000 00	.....	6,000 00	2,000 00	4,000 00
Assistant rate expert, salary	3,000 00	2,500 00	500 00	125 00	3,000 00	1,000 00	2,000 00
Chief engineer, salary	7,200 00	6,000 00	1,200 00	.....	7,200 00	2,400 00	4,800 00
Tariff clerk, salary	2,400 00	1,979 99	420 00	130 01	2,400 00	456 37	1,943 63
Tariff stenographer, salary	2,400 00	2,000 00	400 00	.....	2,400 00	869 00	1,531 00
Secretary, salary	4,000 00	3,888 32	111 68	.....	4,000 00	1,363 32	2,636 68
Law assistant, salary	3,600 00	3,000 00	600 00	.....	3,600 00	1,200 00	2,400 00
Reporter, salary	3,600 00	3,000 00	600 00	.....	3,600 00	2,000 00	1,600 00
Track inspector, salary	6,000 00	5,000 00	1,000 00	150 12	6,000 00	1,000 00	5,000 00
Assistant track inspector, salary	4,800 00	3,940 38	859 62	132 70	4,800 00	.....	.....
Printing	5,000 00	2,770 11	2,229 89	.....	5,000 00	15,239 14	44,760 86
Salaries of extra engineers, etc. All other salaries and expenses	30,000 00	47,080 72	4,108 88	112 06	44,700 00	.....	31,302 00
Other salaries .....	.....	6,784 44	1,080 07	.....	.....	2,407 07	.....
Transportation .....	.....	11,222 04	1,823 10	.....	.....	4,210 26	.....
.....	.....	1,400 26	155 28	.....	.....	337 47	.....
.....	.....	1,582 45	242 80	.....	.....	564 43	.....
.....	.....	937 99	303 00	.....	.....	469 31	.....
.....	.....	2,379 05	384 55	.....	.....	737 70	.....
Furniture and fixtures .....	.....	372 39	597 99	.....	.....	1,371 70	.....
.....	.....	.....	.....	.....	.....	2,200 00	.....
.....	.....	.....	.....	.....	.....	884 60	.....
.....	.....	.....	.....	.....	.....	4,613 49	.....
.....	15,000 00	.....	.....	55 36	.....	.....	4,186 51
.....	.....	10,408 77	1,821 00	.....	.....	.....	.....
.....	.....	486 43	286 79	.....	.....	.....	.....
.....	.....	1,869 16	27 15	.....	.....	.....	.....
.....	.....	47 15	247 81	.....	.....	.....	.....
.....	.....	6 44	29 25	.....	.....	.....	.....
.....	.....	4 20	.....	.....	.....	.....	.....
.....	.....	231 76	8 50	.....	.....	.....	.....
.....	.....	94 00	91 50	.....	.....	.....	.....
.....	.....	245 75	.....	.....	.....	.....	.....
Utility equipment .....	.....	.....	.....	.....	.....	.....	.....
Total appropriations and expenses, General Office	\$172,875 00	\$147,402 01	\$24,041 05	\$771 94	\$194,300 00	\$66,144 89	\$128,155 11

FINANCIAL STATEMENT OF THE PUBLIC SERVICE COMMISSION, NOVEMBER 30, 1917.

	Total Biennium appropriation	Disbursements to November 30, 1916	Disbursements December 1, 1916, to March 31, 1917	Balance of 1915 Biennium Appropriation Reverting to General Fund	Total 1917 Biennium Appropriation	Disbursements April 1, 1917, to November 30, 1917	Undisbursed Balance of 1917 Biennium Appropriation
Chief grain inspector, salary.....	\$4,000 00	\$3,333 32	\$666 68	.....	\$4,000 00	\$1,333 32	\$2,666 68
Chief clerk to grain inspector, salary.....	2,000 00	2,000 00	400 00	.....	2,000 00	1,000 00	2,000 00
Chief deputy grain inspector (Tacoma), salary.....	3,000 00	2,500 00	500 00	.....	3,000 00	1,000 00	2,000 00
Chief deputy grain inspector (Seattle), salary.....	.....	.....	.....	.....	3,000 00	1,000 00	2,000 00
Rent and postage of grain inspector.....	1,000 00	.....	.....	\$1,000 00	.....	.....	.....
Printing of grain inspector.....	1,200 00	854 59	345 41	20 87	1,500 00	1,129 86	370 64
All other salaries and expenses of grain inspector.....	100,000 00	54,347 10	11,942 15	21,575 04	30,000 00	20,849 85	64,776 54
Other salaries.....	.....	346 05	495 15	.....	.....	271 00	.....
.....	.....	443 91	123 55	.....	.....	240 02	.....
.....	.....	459 03	208 71	.....	.....	199 10	.....
.....	.....	551 00	180 51	.....	.....	250 23	.....
Telegraph and telephone.....	.....	553 32	302 23	.....	.....	300 00	.....
Postage.....	.....	5,223 14	1,040 39	.....	.....	2,825 40	.....
Other miscellaneous expenses.....	.....	1,293 47	425 33	.....	.....	237 72	.....
Furniture and fixtures.....	.....	300 00	* 300 00	.....	.....	500 00	.....
Revolving fund.....	.....	.....	.....	.....	.....	.....	.....
Total appropriations and expenses, grain dept.....	\$111,600 00	\$73,173 53	\$16,025 76	\$22,325 71	\$104,500 00	\$30,656 14	\$73,813 86
Total appropriations and expenses, general office.....	172,875 00	147,462 01	24,641 05	771 94	184,300 00	55,144 83	129,155 13
Totals.....	\$284,475 00	\$220,640 54	\$40,666 81	\$23,167 65	\$233,500 00	\$85,801 02	\$201,303 98
Receipts from furnishing transcripts, tariffs, etc.....	.....	.....	\$23 00	.....	\$102 25	\$102 25	.....
Receipts from testing track scales.....	.....	.....	439 00	.....	1,400 00	1,400 00	.....

* Deduction red.

APPENDIX

COMBINED STATEMENT OF PUBLIC SERVICE COMMISSIONS OF IDAHO, OREGON, WASHINGTON

BEFORE THE INTERSTATE COMMERCE COMMISSION

FRUIT GROWERS' ASSOCIATIONS OF THE PACIFIC NORTHWEST, FRUIT GROWERS' AGENCY, THE FRUIT CANNERIES AND MANUFACTURERS OF FRUIT JUICES

BY J. CURTIS ROBINSON,

**Chairman of the Transportation Committee of the Fruit Growers' Agency, Representing Apple Growers' Association of the Northwest.
(Washington, D. C., May 30, 1917.)**

Hood River apples, Hood River, Oregon, first attracted attention in the latter part of the eighties. They became commercial in the nineties. Apples in the Yakima valley for commercial purposes date from 1895, while those of the Wenatchee and upper Columbia points have as an industry become commercial since 1902. Thus, apple growing in the Northwest can, in truth, be said to be an infant industry. We shall not, for this reason, ask that it be nurtured or be given special privileges. We shall, however, demand that it shall not be unnecessarily sacrificed that some other enterprise may flourish.

We are not without unprejudiced figures to show that the growing of apples in the Northwest, thus far, has not been attended with profit to the producers, for the United States Department of Agriculture at Hood River (bulletin No. 518) and at Wenatchee (bulletin No. 446) has made orchard studies at Hood River in 1915 and at Wenatchee in 1914.

From them we gather the following data:

DEPARTMENT OF AGRICULTURE BULLETIN 518, PAGE 51, TABLE XXIII—RELATION OF YIELD TO TOTAL ANNUAL COST OF PRODUCTION (FIFTY-FOUR FARMS)

Yield (in boxes)	Av. Yield (in boxes)	COSTS										No. of records
		Maintenance		Handling		Material		Fixed		Total		
		Acre	Box	Acre	Box	Acre	Box	Acre	Box	Acre	Box	
150 and under.....	115	\$36.33	\$0.3168	\$23.62	\$0.2054	\$24.64	\$0.2143	\$95.92	\$0.8341	\$180.51	\$1.5706	11
151 to 200	177.6	34.63	.1950	35.37	.1992	34.23	.1927	96.45	.5431	200.68	1.1300	10
201 to 250	219.6	37.01	.1685	40.73	.1855	43.81	.1995	105.08	.4785	226.63	1.0320	17
251 to 300	270	45.05	.1669	59.80	.2215	51.97	.1925	101.12	.3745	257.94	.9554	7
301 to 400	335.2	53.88	.1607	74.37	.2219	60.36	.1801	93.66	.2794	282.27	.8421	6
Over 400	440.8	48.26	.1095	88.08	.1998	76.32	.1731	92	.2087	304.66	.6911	3
All records.....	222	\$39.97	\$0.1801	\$45.08	\$0.2031	\$42.80	\$0.1927	\$99.11	\$0.4458	\$226.96	\$1.0217	54

HOOD RIVER

On page 18 of this bulletin is the following language:

"It will be seen that the price, received per box averaged for the period of five years, is about \$0.09 above the cost of producing, all annual charges up to the time the fruit is delivered at the station being considered."

However, statistics which we have show the average price received by the growers of Hood River for the last five years is 91 cents per box.

WENATCHEE

TABLE XXIX.—BULLETIN 446, U. S. DEPARTMENT OF AGRICULTURE—SUMMARY OF LABOR, CASH, AND FIXED COSTS PER ACRE
(CLEAN-CULTIVATED ORCHARDS)

Items of Cost	TOTAL COST			Pct. of total cost
	Per Acre	Per Box	Per Tree	
Labor	\$179.09	\$0.3020	\$2.211	38.13
Material	103.71	.1749	1.280	22.08
Fixed cost	186.93	.3152	2.308	39.79
Total.....	\$469.73	\$0.7921	\$5.799	100.00

While bulletin No. 446 fails to state the average return for Wenatchee apples for the past five years, the data upon which the same can be fixed are not uncertain and conservative figure is 76.6 cents per box.

We call attention of the Commission to the fact that the costs of production in bulletin No. 446 are based (see page 2) upon trees 11 years of age yielding an average of 593 boxes per acre.

The tree census of the Washington state department of agriculture for 1915 shows a planted acreage in the Wenatchee north central Washington district of 41,711.86 acres, divided about one-half above seven years and younger and one-half seven years and older (see second report, department of agriculture, State of Washington, pages 114 to 117, both inclusive). P. S. Darlington, district horticulturist, states: "The average bearing per tree in 1913, 3.05 boxes; 1914, 3 boxes; 1915, 2.65 boxes; 1916, 2.73 boxes."

The average cost of production should be based upon an average yield of 300 boxes per acre.

The costs figured on a yield of 300 boxes per acre are as follows:

Preharvest labor, same as if yield 593 boxes.....	\$0.2253
Labor of harvesting, one-half as much as for 593 boxes.....	.0897
Material, same cost per box as if yield was 593 boxes.....	.2208
Fixed cost with interest on investment deducted, .0555 multiplied by 2 account only 300 boxes produced per acre instead of 593 boxes.....	.1110
Interest, average outstanding obligation \$330 per acre (authority affidavit of W. W. Gray, abstractor of Wenatchee, Wash.) at 8 per cent.....	.0880
Total average cost of production without considering any interest on investment	\$0.7348
Reasonable average investment, \$1,000 per acre at 8 per cent.....	.2666
Total cost of production.....	\$1.0014

The government study in the Yakima valley is not yet available, but we give herewith a statement prepared by the Yakima Valley Traffic Association, of North Yakima, as follows:

<i>Cost based on production 350 boxes per acre</i>	<i>Cost per box 1916</i>	<i>Cost per box 1917</i>
Water tax	\$0.003	\$0.003
Equipment charge .....	.017	.017
Packing house building upkeep.....	.012	.012
Irrigating and cultivation.....	.075	.094
Pruning and spraying.....	.07	.084
Thinning fruit .....	.08	.096
Picking and hauling to packing house.....	.07	.098
Boxes, shock .....	.10	.13
Making boxes .....	.009	.012
Nails, cost 1916, \$3.75 per keg, 23,600 cement, 32 nails per box .....	.005	.0095
Wrapping paper, average size 10 by 10 inches, 12,250 sheets per bale (No. 50), costing \$2.25, average sheets per box 138, 50 wraps 89 boxes.....	.029	.056
Lining paper, 2 sheets per box, 1,250 sheets per 50, cost \$2 .....	.0032	.006
Labels (lithographed) and labor affixing.....	.015	.016
Sorting fruit, at \$2.50 per day, 60 boxes per man.....	.04	.053
Packing (piece work).....	.05	.06
Lidding and marking boxes.....	.0085	.011
Hauling fruit to railway, average, 3 miles.....	.03	.036
Loading and bracing car.....	.01	.0125
Total .....	.6267	.806 net
Increase per box.....		.1793

N. B.—No account has been taken of interest on investment in orchard property and building and equipment.

Statement of net returns received by growers of north central Washington on their apple crops during last five years. Figures compiled by O. R. Shay from data given by various shipping organizations as per their affidavits accompanying this statement and from affidavit of P. S. Darlington, district horticultural inspector:

1912		
Exchange, 295,670 boxes average .59 (.66-.07).....		\$174,445 00
Association, 915,736 boxes average .436		399,674 00
1,211,406 average .474.....		\$574,119 00

Per Darlington's report:

Apple shipments, 1912—3,990 cars
Equivalent to about (3,990 cars × 650-).....2,593,500 boxes

1913		
Exchange, 257,799 boxes average 1.32 (1.39-.07)		\$340,294 68
Association, 439,137 boxes average 1.05*-.....		464,701 00
Produce, 504,009 boxes average 1.15		579,602 00
Clulow, 53,470 boxes average 1.21		64,698 70
Distributors, 207,561 boxes average 1.263.....		262,218 73
1,461,976	1.17°	\$1,711,515 11

Per Darlington's report:

Apple shipments, 1913—4,107 cars
Equivalent to about (4,107 cars × 650-).....2,669,550 boxes

1914

Exchange,	635,803 boxes average	54c-(.61-.07)-	\$343,333 62
Association,	323,939 boxes average	.42 ¹ -	136,517 00
Produce,	1,134,013 boxes average	.46-	521,643 00
Clulow,	44,450 boxes average	.65-	28,892 50
Distributors,	547,241 boxes average	.45 ⁴ -	248,581 22
	2,685,446	.476	\$1,278,967 34

Per Darlington's report:

Apple shipments, 1914—6,386 cars

Equivalent to about (6,386 cars × 650-).....4,150,900 boxes

1915

Exchange,	650,599 boxes average	.79 (.86-.07)	\$513,973 21
Association,	319,427 boxes average	.719-	229,515 00
Produce,	504,006 boxes average	.84	423,360 00
Clulow,	74,500 boxes average	.79	58,855 00
Distributors,	227,272 boxes average	.854	195,274 00
Wagner,	293,580 boxes average	1.00	293,580 00
	2,123,484	.82 ³	\$1,757,997 21

Per Darlington's report:

Total shipments, 1915..... 5,780 cars

Less estimated soft fruits..... 780 cars

Estimated apple shipments..... 5,000 cars

Equivalent to about (5,000 × 650-).....3,250,000 boxes

1916

Exchange,	1,012,268 boxes average	.84 (.91-.07)	\$850,305 12
Wenatchee Northern,	401,474 boxes average	.9499-	381,366 55
Produce,	850,511 boxes average	.97	824,987 00
Clulow,	46,720 boxes average	.95	44,384 00
Distributors,	169,188 boxes average	.95 ⁷	161,912 91
Wagner,	442,648 boxes average	.91 ⁴	404,943 30
Cash apple sales,	91,350 boxes average	.82 ³	75,181 00
Northern fruit,	151,966 boxes average	.93	141,328 38
	3,166,125	.91 ¹	\$2,884,408 26

Per Darlington's report:

Apple shipments, 1916—7,281 cars

Equivalent to about (7,281 × 650-).....4,732,650 boxes

SUMMARY

Year	Number of boxes reported on	Average per box rec'd by grower	Approximate total crop	Est. Amt. rec'd by growers on total crop basis on same average
1912	1,211,406	.474	2,593,500	\$1,229,319 00
1913	1,461,976	1.170	2,669,550	3,123,373 00
1914	2,685,446	.476	4,150,900	1,975,828 00
1915	2,123,484	.828	3,250,000	2,691,000 00
1916	3,166,125	.911	4,732,650	4,311,444 00
	10,648,437		17,396,600	\$13,330,964 00

Per cent of crop reported on—61

Estimate average per box received by growers during five years—.76⁶

The foregoing conditions as to apple culture in the Northwest are reflected in another way, that is, the fruit grower's financial condition. At Portland, Oregon, on the 27th of April, 1917, at a conference of the public service com-

missions of Washington, Idaho and Oregon, relative to the proposed 15 per cent increase, several persons made statements concerning the horticulturists of the Northwest and their financial straits. Those statements are shown in a publication of the proceedings of that conference by the Public Service Commission of Washington, copies of which are submitted herewith.

Statement by Mr. Saint, representing the Clearing House Association of North Yakima (page 18):

"Our people over there—probably in the fruit business there are 75 per cent of them that have mortgages on their places to the full limit of their operating capacity and they are paying 8 per cent in most instances, practically all instances. They have no chances to get in under the new federal loan law."

Statement of Mr. Clark, representing the fruit growers of the Wenatchee valley, and the fruit growers' bureau of the Wenatchee Valley Commercial Club (page 26).

Relative to orchards:

"Eighty per cent of all the tracts of land in the Wenatchee valley have first mortgages of varying sums; 40 per cent have second mortgages in addition to the first; 20 per cent have third mortgages in addition to the first and second, and many others have been turned back to the man who loaned the original mortgage, or money. The settler working for the mortgage company in the past has worked in hopes that something might happen that he might retain possession and save his home."

Statement of Mr. Campbell, representing the Spokane fruit growers and also representing the Spokane Chamber of Commerce and Merchants' Association (page 29).

"Now what has been said about the fruit industry fits Spokane fruit industry exactly; possibly to a lesser degree because the Spokane country is a beginner in the apple business."

Statement of Mr. McCullough, representing Apple Growers' Association of Hood River, Oregon (page 46).

Questioned by Mr. Miller, chairman of the public service commission of Oregon: "Are the conditions comparable in Hood River with those in the Yakima and Wenatchee valleys?" Answer:

"I would say that a rate increase on the apple industry of the Northwest would be practically ruinous. This year is the first year that Hood River has ever known where they have made a cent outside of when they first started and when they had a few boxes."

Statement by Mr. H. E. Still, general western freight agent of the Northern Pacific railway (page 51).

"Now another commodity that I am personally very much interested in is the fruit business, and when I say that I have lost, within the last two or three years, over \$10,000 in the fruit business, you will know that I was at one time interested in it if I am not interested in it now. But I know what the fruit man has to go up against, and it doesn't need a meeting like this to give me additional information on that subject than I have acquired in the last five or six years."

As to fruit growing in the Northwest, the railroads are not without fault. Here is what Mr. Dumas, of Dayton, Wash., said at the Portland conference:

"I remember quite well when we were planting our orchards the glowing pictures that they (the railroads) painted of the profits to be made in the busi-

ness. The booklets, beautiful illustrated booklets, setting forth all of the happy things in store for a man that would plant an orchard, that were sent all over the country by the thousands. Some things that they said in those booklets were true. I recall one thing they said that does not seem to me to be true. That was that there is no danger of over-production, so long as we produced a high-class product. Now I don't say there is over-production, but for all practical purposes there is over-production of any commodity when we cannot market that commodity at a profit, and that condition is here now. We probably in the beginning spent too much upon our orchards; we probably had an exaggerated idea of their value. This idea was stimulated by the railroads as much as by any other cause, and I submit to you, gentlemen, that in this industry, which they have fostered, which they helped create, that they ought not be permitted to sacrifice it at this time."

We have shown the fruit growers' side of the picture; now let us turn our attention to the carriers' side.

In 1916 there were produced for carload shipment, in the larger fruit growing sections of the Northwest, apples as follows:

	<i>Cars</i>
Hood River	2,000
Wenatchee	6,300
Yakima	7,950

In addition to the foregoing, the Willamette valley and southern Oregon produce in the aggregate many hundreds of carloads which are shipped to eastern markets at rates equal to those of Hood river. Southern Idaho also produces and ships a large number of carloads.

From the shipments of apples out of the Northwest the carriers must undoubtedly have received approximately \$4,000,000, besides what they received on soft fruits and berries.

The greater portion of this fruit finds market east of Montana. The following is a table showing the rates per 100 pounds, minimum car, distance, and rates per ton-mile from Northwest producing districts compared with same information from Rochester, N. Y., to common destinations:

STATEMENT SHOWING RATES PER 100 LBS. MINIMUM CAR, DISTANCE AND RATES PER TON-MILE FROM N. W. PRODUCING POINTS COMPARED WITH SAME INFORMATION ROCHESTER, N. Y., TO COMMON DESTINATIONS.

<i>TO</i>	<i>From Hood River Wenatchee North Yakima Spokane Walla Walla Minimum 30,000</i>	<i>Distance from Spokane only</i>	<i>Mills per ton-mile</i>	<i>From Rochester, N. Y. Minimum 24,000</i>	<i>Distance from Rochester, N. Y.</i>	<i>Mills per ton-mile</i>
St. Paul	\$0.85 ¹	1,437	13.23	\$0.381	1,003	7.62
Chicago	1.00	1,835	10.91	.221	605	7.01
Detroit	1.00	2,118	.....	.172	322	.....
Indianapolis	1.00	2,019	.....	.205	536	.....
Cincinnati	1.00	2,120	.....	.192	514	.....
Pittsburgh	1.00	2,303	8.68	.147	286	10.29
Buffalo	1.00	2,371	.....	.079	69	.....
Philadelphia	1.00	2,652	.....	.158	369	.....
Baltimore	1.00	2,605	.....	.158	349	.....
New York	1.00	2,744	7.54	.158	370	8.54
Boston	1.00	2,868	6.97	.184	428	8.60

¹ Rate from Hood River, 90 cents.
 Rates are exclusive of refrigeration, or heating charges.

In addition to the foregoing rates, the shippers paid further charges, as follows:

	<i>Per Car</i>
For refrigeration, approximately, Montana points.....	\$40.00
For refrigeration, approximately, Chicago points.....	60.00
For refrigeration, approximately, further east.....	\$70.00 to 75.00
Diversion, \$2 per diversion	
Increased demurrage charges—present schedule \$1 per day, first three days, and thereafter \$4 per day.	

HEATER SERVICE.—The heater service between October 15 and April 15 to Montana points is \$15; to Chicago, \$27; to Louisiana, \$30.

Bananas are the greatest and keenest competitor that apples have, the 1915 importations into the United States being 41,091,585 bunches (authority Department of Agriculture, Bulletin 483, page 7). Each year the banana makes inroads on the apple industry. The banana business is largely monopolistic, the fruit is produced abroad and by cheapest of labor, and the product is largely in the hands of corporations. To a large extent production, distribution and marketing are controlled by a few parties. Railroads, as a rule, are rather more favorable to bananas than to apples, particularly apples from the Pacific Coast. A messenger oftentimes attends one or more cars of bananas. He receives free transportation both ways. This at times is equivalent to 25 per cent of the car revenue. In normal times and under normal conditions a messenger never goes with a car of apples. They do not need a messenger's attention. Unlike bananas, apples are not ripened in transit; in fact, apple growers dislike to load apple cars too high as the upper tiers of fruit sometimes mellow in transit and lose in value. Bananas do not load as heavy as apples, and the average mile of haul of bananas from the gulf ports to the markets of the North and East is much less than the haul upon apples from the Northwest to the marketing centers on this side of the Rocky mountains. The following is a table showing the relative rates upon apples and bananas:

INTERSTATE COMMERCE COMMISSION—DIVISION OF TARIFFS

STATEMENT SHOWING RATES IN CENTS PER 100 POUNDS ON APPLES AND BANANAS, CARLOADS, AS SHOWN

TO	FROM								
	BANANAS	APPLES							
New Orleans, La.	Pacific, N. W.	Rochester, N. Y.	Winchester, Va.	Lockport, N. Y.	St. Joe, Mich.	St. Joseph, Mo.	St. Louis, Mo.	Rogers, Ark.	
*(\$3)000	\$100c	†(5)15.3k	†22.1w †(5)18.9bb †(5)20.5aa	†(5)16.9c	†(5)20.2o	†(5)53.5k	†22.8d	†20.8j	
*(\$3)050	\$100c	†(5)13.4k	†(5)20.5aa	†(5)19.4k	†(5)23.2o	†(5)41.5k	†27.2d	†25.2j	
*(\$3)000	\$100c	†(5)15.8r	†(5)16.8y	†(5)16.9r	†(5)23.2o	†(5)55.5k	†22.8d	†20.8j	
*(\$3)750	\$100c	†(5)14.7r	†(5)15.9y	†(5)12.1q	†(5)13.4l	†(5)43.6j	†23.0e	†21.6j	
*55a	\$100c	†(5)7.9c	†(5)13.9cc	†(5)6.3k	†(5)13.4l	†(5)43.6j	†23.0e	†21.6j	
*45a	\$100c	†(5)22.1v	†(5)23.5z	†(5)13.9p	†(5)9.5m	†(5)27g	†13.7i	†23.2k	
*45a	\$100c	†(5)25.8v	†(5)23.9z	†(5)23.5p	†(5)17.9n	†(5)22g	.....	†23.2k
†65a	\$90c	†(5)47.8j	†(5)35.5x	†(5)45.6x	†(5)36.5x	.....	†(5)22g	†23.2k
	85								
†70a	\$90c	†(5)38.1u	†(5)44.5x	†(5)38.3k	†(5)29.5k	†(5)28g	†(5)21h	†23.2k	
	85								
St. Paul, Minn.....									

References:

- * Minimum weight 13,000 pounds
 † Minimum weight 20,000 pounds
 ‡ Minimum weight 20,000 pounds
 § Minimum weight 24,000 pounds

(3) Third class

(5) Fifth class

a Emerson's I. O. O. 23

b Emerson's I. O. O. 19

c Counties' I. O. O. 1035

d Cameron's I. O. O. 98

e Cameron's I. O. O. 94

f Boyd's I. O. O. A-640

Rates are exclusive of refrigeration or heating charges.
 May 22, 1917.

g N. Y. C. I. O. C. 4023
 h N. Y. C. I. O. C. 101
 i N. Y. C. I. O. C. 4945
 j Erie I. O. C. 13035
 k B. & O. I. O. C. 14350
 l B. & O. I. O. C. 14787
 m B. & O. I. O. C. 11565
 n B. & O. I. O. C. 14842
 o B. & O. I. O. C. 11690
 p B. & O. I. O. C. 14935
 q B. & O. I. O. C. 14937

M. O. R. R. I. O. C. 4563
 M. O. R. R. I. O. C. 4630
 M. O. R. R. I. O. C. 4629
 M. O. R. R. I. O. C. 4935
 P. M. R. R. I. O. C. 3441
 Erie I. O. C. A-5138
 N. Y. C. I. O. C. 304

(Applies to Bronx produce house only)
 x B. & O. I. O. C. 14787
 y B. & O. I. O. C. 11565
 z B. & O. I. O. C. 14842
 aa B. & O. I. O. C. 11690
 bb B. & O. I. O. C. 14935
 cc B. & O. I. O. C. 14937

The proposed 15 per cent, if allowed, will be putting apples at a further and greater disadvantage with bananas than now exists. The present average rate upon apples from the Northwest to Missouri river points is 85 cents per hundredweight; 15 per cent upon this is 12.75 cents. The present rate upon bananas from gulf ports to northern Missouri river points is 70 cents; 15 per cent upon this is 10.5 cents, making an additional 2.3 cents per hundredweight in favor of bananas.

The rate upon apples from the Northwest to and beyond Chicago is \$1.00 per hundredweight. The rate to Chicago upon bananas from New Orleans is 48 cents; 15 per cent of these amounts show in favor of bananas 7.8 cents per hundredweight in addition to present difference. Comparing the rates upon eastern apples and bananas with the rates upon western apples, with the 15 per cent added, we have the following results:

STATEMENT SHOWING COMPARATIVE RATES IN CENTS PER 100 POUNDS ON APPLES AND BANANAS, AFTER 15 PER CENT HAS BEEN ADDED TO THE PRESENT RATES FROM SHIPPING POINTS AS SHOWN, TO COMMON DESTINATIONS.

TO	Bananas— New Orleans, La.	FROM							
		Pacific 'N. W.	Rochester, N. Y.	Winchester, Va.	Lockport, N. Y.	St. Joe, Mich.	St. Joseph, Mo.	St. Louis, Mo.	Rogers, Ark.
New York, N. Y.	69	1.15	18.2	25.4 21.7	21.4	34.7	67.3	72.2	1.044
Boston, Mass.	74.75	1.15	27.6	23.5	22.3	38.1	70.7	78	1.102
Philadelphia, Pa.	69	1.15	18.2	19.3	18.8	32.4	65	72.2	1.044
Pittsburgh, Pa.	86.25	1.15	16.9	18.3	13.9	27.6	50.1	27.1	59.3
Buffalo, N. Y.	63.25	1.15	9.1	21.7	7.2	27.6	50.1	27.1	59.3
Chicago, Ill.	55.2	1.15	25.4	32.8	21.7	10.9	31	15.8	41.4
St. Louis, Mo.	51.75	1.15	29.7	39	27.1	20.6	25.3	....	32.2
St. Joseph, Mo.	74.75	97.75	55	63.8	52.4	42	....	25.3	28.8
St. Paul, Minn.	80.5	97.75	41.8	51.2	44.7	33.9	32.2	24.1	44.9

Rates are exclusive of refrigeration or heating charges.

The apple growers of the Northwest take kindly to what Mr. Rea, of the Pennsylvania, stated on page 2 of his supplemental statement in advance rate case, May 7, 1917:

"It (the 15 per cent increase) was departed from as to coal, coke and iron ore as it was necessary to adopt a flat advance to avoid as far as possible the disturbance of business conditions between the different points of production."

But the apple growers do not wish it applied or limited only to the coal, coke and iron industries, in which many of the railroads or their stockholders are interested.

Almost from the beginning of railroad transportation there has been a rate structure or fabric. From the inception to the present the first mile has not been the unit of measurement of charge, and for each additional mile a charge in equal amount added to it, to determine the amount to be paid. There is a certain distance, which, with economy, you can throw dirt with a shovel, then comes the use of the wheelbarrow, next the slip scraper, after this the wheeler, then the wagon, and lastly the car; each of these within certain limits has its greatest efficiency. It is a safe assertion that freight hauled on an average of 10 miles is not as profitable to the carrier under present rates as freight carried 500, 1,000 or 2,000 miles. This being true, the proposed 15 per cent increase is not only revolutionary but vicious.

We are informed, and believe, that the state rates in Washington, Oregon and Idaho are in the main higher than the interstate rates upon traffic entering or leaving those states, the average state rate in Washington being one cent plus per ton-mile.

That the people of the Northwest are not unfriendly to the railroads, I will read you what Mr. Still said at the Portland conference:

"I want to say that I can't express my admiration for the business man in this Northwest. I am not giving you any taffy, because I am not given to a thing of that kind; but you could not have made your position any clearer than it has been made here today. There has been no rancor shown; there has been no ill-feeling displayed, and I believe that every man that has spoken has given expression to facts. He believes what he said. While we don't, as railroad men, always agree with what the shippers say, neither do shippers agree with what the railroad men say, but I believe we understand each other's situation more thoroughly today than we ever have before; and it is because we have these friendly conferences."

The carriers have submitted tables comparing operating expenses for the first three months of this year with the three corresponding months of last year. We realize that there is a difference, but that difference is not truly reflected by those exhibits. Take, for instance, the roads operating north and west of Chicago. During January, February and March of that year they passed through the worst weather experienced in years. We have this from the lips of the railroad officials. There was a car shortage conference held in Olympia, Washington, on the 27th of last February and several well-known railroad officials of the Northwest were in attendance. The proceedings were published and circulated. I shall read from that publication.

Statement by Judge Reid, assistant to president, Northern Pacific railway, pages 25 and 26:

"This car shortage came upon us last fall. To make things worse than usual, worse than we expected, there never has been known a winter during which it has been so difficult to operate roads as this one. Yesterday morning

it was still reported 12 degrees below zero in St. Paul and Fargo. Bear in mind that the cold condition has existed since early in November, about the 10th or 11th of November, and has been a continuous performance ever since. It has been the worst winter ever known in that country—one blizzard after another until the snow is five feet deep. We have not on the west end the proportion of the system cars that we should have. We only have about half as many. The reason given is this: Cars have been taken out on branch lines, unloaded and snowed in and have to be shoveled out to get them back. We hire every person we can to shovel cars out and by the time we get them about out another blizzard is on. It has been simply an impracticable situation. * * * Bear in mind that if you have a yard with four or five or fifty or seventy-five parallel tracks you cannot shovel the snow off one track onto another. You have to haul it away in cars. This is a laborious job and one that takes a lot of time, particularly if it is 30 degrees below zero and a blizzard blowing."

Statement by Mr. Spencer, counsel for the Union Pacific system at Olympia conference, page 38:

"I want to concur in Judge Reid's observation. As far as operating conditions go, it would have been impossible if we had had unlimited number and supply of cars to move substantially a greater tonnage eastbound than we have moved. If we had unloaded it onto the Union Pacific it would certainly have become stalled in the baffling snows. In Wyoming they had conditions where the sleet and heavy melting of snow was so compact that they had to blow it out with powder."

Statement by Judge Brown, general western counsel, Great Northern railway, page 42:

"While the situation is very extreme now I think that Judge Reid and Mr. Spencer have given the exact situation. It is the cold weather that has paralyzed these roads as much as anything else."

Turning to the weather bureau data, volume IV, No. 1, January, 1917, page 3, Colorado section, Minnesota section, North Dakota section, South Dakota section, Utah section, and volume IV, No. 2, February, 1917, Idaho, Minnesota, North Dakota, South Dakota, Wisconsin, we find the statements of Messrs. Reid, Spencer and Brown more than verified, the following being representative of weather conditions observed by W. T. Stewart, weather observer, Wisconsin section:

"This was the coldest February since the organization of the weather bureau service in Wisconsin. The first two weeks were exceptionally cold and the remainder of the month moderately so. Several severe blizzards occurred. The snow piled into immense drifts, which seriously interfered with railway and highway traffic, and in some localities caused the suspension of train movements for several days. The severe weather of this month, together with that of the preceding two months, makes this winter the most rigorous in many years past."

From the weather bureau data for March we learn that in Colorado that March was the coldest on record during the last thirty years. In Idaho it was the sixth successive month with temperature below normal. In Montana only three previous months in the last twenty-three years was a lower temperature recorded. In Wisconsin, considering the past winter as a whole, it was with

one exception the coldest since the organization of the weather bureau service in Wisconsin.

We are not without information as to the effect of cold upon the power of a locomotive. In an address by Arthur W. Thompson, vice-president of the Baltimore & Ohio Railroad Company, at the annual dinner of the Portland Cement Association, at Biltmore hotel, December, 1916, page 6 of his published address, we find the following:

"Of course, at this time of the year it is necessary for good operation to have some surplus power, as when cold weather arrives there will be a slowing up in the movement of freight providing the present business continues, which would eventually mean congestion of yards, terminals, etc., unless additional power is available. It has been found necessary to add thirty locomotives to freight service on the Baltimore & Ohio for every 10 degrees drop in the temperature below 40 in order to handle the business currently."

The carriers have submitted evidence of the increase in the cost of material and labor. As to these items the fruit growers of the Northwest are in a worse dilemma than are the carriers, for they have no holdover contracts, they lack the credit of the railroads, and the materials which they must use have greatly increased in cost. While apples have a food value in stress of circumstances they possibly might not be classed a necessity. This uncertainty has an adverse influence affecting the credit of the apple growers.

The railroads propose an increase in carload minimum of two tons on apples. This will save to the carrier one car in every eight, or 12 per cent in their equipment, and increase car earnings 13.33 per cent. This increase would save the carrier more than the 15 per cent asked.

What has been said about apples applies with even more force to the soft fruits of the Northwest, such as peaches, pears, prunes and other so-called early fruits, which have a less marketing radius and a more limited period for marketing than have apples.

We desire also to call attention to the fruit canning and fruit juice industries of the Northwest, which have already been subjected within the past ninety days to an increase of 10 cents per hundredweight and an increase in their minimum from 40,000 to 60,000 pounds, no portion of this increase having yet affected the earnings of the carriers as submitted in this case.

The increase on materials used in placing the fruit and juices in containers for the markets has been still further advanced by reason of the carriers west-bound increase upon the materials such as tin plate, glass jars, bottles and other containers, which may result in these industries being totally destroyed, not only to theirs but to the fruit growers' injury.

We know of no way in which the serious condition of the fruit industry of the Northwest can be better compared with that of the railroads than calling attention to the fact that the fruit growing industry of that section began about the time of the reorganization of the Union Pacific, the Northern Pacific and the Burlington. These roads upon reorganization, as a surplus, starting at zero, have ever since paid 7 per cent or better dividends and have accumulated a surplus of \$277,542,903.11, while the fruit growers have put in their labor, much capital and as a class today they are practically bankrupt.

The dreams of the Northwestern fruit growers while subduing the wilderness have never been realized. Their sturdy toil has not brought them 7 per

cent dividends as has the stock of the stockholders of the Union Pacific, Great Northern, and Northern Pacific, plus a substantial gain passed to profit. These pioneers are now seeing their labors, the noblest capital in the world, slowly but surely passing to the hands of the money lenders. Shall they, the railroads, by an increase in rates, speed the passing event?

Some magazines of the East have since the war charted the prosperity of the United States. The Northwest was in black. If a new map were now to be made, that section would be at least shaded. A horizontal increase of 15 per cent will cast a pall over that fair land.

DETERMINATION OF TELEPHONE SERVICE CONNECTION CHARGE AND RESTORATION CHARGE

By T. E. PHIPPS,
Chief Engineer The Public Service Commission of Washington.
(December 16, 1916.)

The tariffs of the Pacific Telephone and Telegraph Company provide a connection charge of \$3.50 and a restoration charge of \$1.00.

The Public Service Commission of Washington had T. E. Phipps, its chief engineer, make up the attached statement from the Commission's study of the actual costs of such installations and restoration charges.

It will be noted from this statement that the actual average cost to the company for installing a phone has been \$7.55, and the actual average cost of restoration has been \$2.10.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

DETERMINATION OF SERVICE CONNECTION CHARGE.

FOR YEAR 1914.

Stations connected	24,277
Stations disconnected	19,338
Outside moves covering the connect and disconnect.....	9,642
Giving total connect.....	33,919
Total disconnect	28,980

ORDERS.

A study of orders shows the following for the year 1913-1914:

Orders studied	37,438
Stations represented by orders studied.....	42,642

That is, the orders were equivalent to 87.8 per cent of the stations. These orders cover the two years and the stations represented by these orders constitute 80.9 per cent of the stations connected in the state during the two years.

Applying this percentage to 1914:

The total connects of.....	33,919
And total disconnects of.....	28,980

Would represent:

Connect orders	29,781
And disconnect orders.....	25,444

PLANT DEPARTMENT EXPENSE.

An analysis of the "Station Removals and Changes" account for the state for year 1914 shows the following uncapitalized expenses in connection with these connections and disconnections in the plant department:

Cost of removing stations from premises.....	\$28,926 05
Cost of reinstalling stations.....	25,602 63
Cost of disconnecting stations left on the premises.....	886 37
Cost of reconnecting stations left on the premises.....	1,254 48
Total.....	\$56,669 53

COMMERCIAL DEPARTMENT EXPENSE.

A study of 116,482 orders taken, including all classes of orders, shows expense in connection therewith, exclusive of directory expense, of \$131,283.96, or an average per order of \$1.127.

The commercial department expense in connection with 29,781 connect orders and 25,444 disconnect orders was \$62,238.57.

TRAFFIC DEPARTMENT EXPENSE.

The traffic department expense in connection with connect orders and disconnect orders is not definitely set out as such, and this cost and expenditure is based upon the cost as measured by the time or work of switchboard clerks, multiple marking operators and information operators, who are directly concerned in the handling of the orders and making the temporary entries and switchboard records.

In the smaller exchanges there are no employees designated as multiple operator and information operator, but the work must be performed by someone and in these cases it is done by the chief operator.

No part of the time of the chief operator is included in these computations.

EXPENSE OF CONNECT ORDERS.

Time of switchboard clerk per order.....	\$.08195
Time of information operator per order.....	.03750
Total per connect order.....	<u>\$.11945</u>

EXPENSE OF DISCONNECT ORDERS.

Time of switchboard clerk per order.....	\$.08195
Time of multiple marking operator per order.....	.15600
Time of information operator per order.....	.03750
Total per disconnect order.....	<u>\$.27545</u>
29,781 (connect orders) × .11945.....	\$3,557.34
25,444 (disconnect orders) × .27545.....	7,008.55
Thus total traffic expense.....	<u>\$10,565.89</u>

SUMMARY.

Total plant department expense.....	\$56,669.53
Total commercial department expense.....	62,238.57
Total traffic department expense.....	<u>10,565.89</u>
Total expense	<u>\$129,473.99</u>

For the 29,781 connect orders handled in 1914 in the state:

Plant department expense per order.....	\$1.905
Commercial department expense per order.....	2.090
Traffic department expense per order.....	.355
Total expense per order.....	<u>\$4.350</u>

Also a total net wiring loss of.....	\$95,225.98
Or a net wiring loss per order of.....	3.20

This gives:

Total expense of.....	\$224,699.97
Expense per order.....	7.55

DETERMINATION OF RESTORATION CHARGES.

Covering expense incurred where service is disconnected and later restored.

PLANT DEPARTMENT EXPENSE.

During the year 1914, 2,677 stations were disconnected and left on the premises and 2,051 such stations were reconnected.

Cost of disconnecting stations left on premises.....	\$886.370
Cost of disconnecting per station.....	.331
Cost of reconnecting stations left on premises.....	1,254.480
Cost of reconnecting per station.....	.611

COMMERCIAL DEPARTMENT EXPENSE.

Expense includes only salaries of clerks, directly involved in order work, and necessary record entries. In this department the work is the same for the connect and disconnect orders.

Expense of work on files, records, etc., per order.....	\$.313
Salesmen and stenographers' work.....	.068
Total cost per connect order.....	\$.381
And cost per disconnect order.....	.381
Cost of both connect and disconnect order.....	\$.762

TRAFFIC DEPARTMENT EXPENSE.

The traffic department expense is precisely the same as has been shown in the determination of service connection charge.

Expense of connect orders:

Time of switchboard clerk per order.....	\$.08195
Time of information operator per order.....	.03750
Cost per connect order.....	\$.11945

Expense of disconnect orders:

Time of switchboard clerk per order.....	\$.08195
Time of multiple marking operator per order.....	.15600
Time of information operator per order.....	.03750
Cost per disconnect order.....	\$.27545
Cost of both connect and disconnect order.....	.39490

RECAPITULATION.

Plant department expense.....	\$.94200
Commercial department expense.....	.76200
Traffic department expense.....	.39490
Total cost	\$2.09890

This \$2.10 includes the cost of preparing and handling the necessary orders, and expense of record entries and the cost of actual labor in the central office and on the subscriber's premises in connection with the physical discontinuance of service and its subsequent re-establishment.

REPORT OF CAR SHORTAGE CONFERENCE

ALSO COPY OF INTERSTATE COMMERCE COMMISSION DECISION RELATIVE TO CAR DISTRIBUTION

BY THE PUBLIC SERVICE COMMISSION OF WASHINGTON

(Held at Olympia, February 28, 1917.)

At a public conference regarding the car shortage situation in the state, called by the Public Service Commission of Washington, and held at Olympia, February 28, 1917, those present included the following:

F. V. Brown, of Seattle, representative of Great Northern Ry. Co.; P. C. Kimball, of Seattle, representative of Great Northern Ry. Co.; George T. Reid, of Tacoma, representative of Northern Pacific Ry. Co.; I. B. Richards, of Tacoma, representative of Northern Pacific Ry. Co.; W. J. Davies, of Ballard, representative of Northern Pacific Ry. Co.; A. C. Spencer, of Portland, representative of O.-W. R. & N. Co.; S. A. Harry, of Portland, representative of O.-W. R. & N. Co.; F. M. Dudley, of Seattle, representative of C. M. & St. P. Ry.; W. H. Oliver, of Seattle, representative of Seattle Cedar Lumber Co.; W. C. Yeomans, of Pe Ell, representative of Yeomans Lumber Co.; J. E. Wilson, of Wallville, representative of Wallville Lumber Company; W. C. Miles, of Globe, representative of Globe Lumber Company; George McCormick, of McCormick, representative of McCormick Lumber Co.; G. F. Leudinghaus, of Dryad, representative of Leudinghaus Bros. Lumber Co.; G. F. West, of Seattle, representative of C. M. & St. P. Ry.; F. T. Gary, of Seattle, representative of C. M. & St. P. Ry. (demurrage inspector); Walter Mann, of Seattle; E. L. Heath, of Granite Falls, representative of Heath Shingle Co.; C. H. Borhill, of Granite Falls, representative of Heath Shingle Co.; W. R. Burke, of Anacortes; M. H. Williams, of Cosmopolis, representative of Grays Harbor Commercial Co.; H. M. Heuston, of Portland, representative of S. P. & S.; J. A. Pease, of Seattle, representative of Merchants Exchange; W. W. Harder, of Seattle, representative of Merchants Exchange; M. B. Lehmann, of Seattle; Mr. Jamieson, of Everett, representative of Everett and Anacortes; Robert Allen, of Seattle, representative of West Coast Lumber Association (secretary); Noel A. Dew, of Portland, representative of "Timberman."

Notice of the conference was given wide publicity by direct letters and through the generosity of the press. The notice follows:

"February 21, 1917.

To All Railroads and the Public.

GENTLEMEN: In view of the fact that dissatisfaction exists in relation to distribution of cars between competitive and noncompetitive points during the present car shortage, and that there is a lack of a positive uniform system by the several carriers as to the methods of car distribution between industries at competitive or noncompetitive points, this Commission has set Wednesday, February 28th, at 11 o'clock a. m., at Olympia, for a hearing on said matters. All persons interested are invited to be present and participate in such conference.

Please give this matter publicity."

The conference lasted about five hours with statements and general discussions from all angles.

At the opening, Chairman Blaine declared that the Commission thought it best that the shippers should make statements as to car conditions, and added: "Just a clear statement of conditions which you know to exist, and after we get a statement of facts probably we will be in a better position to argue the question."

STATEMENT BY MR. WILLIAMS.

Mr. M. H. Williams said: "I am from the Grays Harbor district. I think that as to the question of open cars we probably have had as many as we could use; but, on closed cars I do not believe that the mills of Grays Harbor are getting more than 20 per cent or 25 per cent of the cars that they should have under normal requirements. The two classes are distinct, I believe. I think that would probably represent the conditions in our district."

"Do you speak of Grays Harbor in general?"

"Yes."

Q. "What mills?"

A. "I am rather in a dual capacity here—I am not chairman of a committee, but I was one of a committee sent up here to investigate in a measure the distribution of equipment. I represent the mills of the harbor to that extent, some twenty-five (25) or more, although I am just simply answering for the company by whom I am employed—the Grays Harbor Commercial Company."

Q. "Your company is served by what railroad?"

A. "By the three railroads, the Northern Pacific, the Oregon & Washington and the Milwaukee."

Q. "Have you anything to state as to the division of equipment between the different localities of the state?"

A. "We have not anything to substantiate any statements I may make; of course we are all suspicious. We have a rather firm belief that some of the mills located in larger centers have fared much better than we. There would be a disposition undoubtedly of the railroad companies in a measure to provide cars to those nearest to the point where the cars are unloaded. Traveling men tell us—men who are purchasing for wholesale concerns and others—that mills in different localities are far better fixed so far as shipments are concerned, and our traveling men make the same report."

Q. "Your own salesmen?"

A. "Yes, but we have not any facts to substantiate the statement of that kind. In fact, it seems to be impossible to get any facts along these lines, the Commission apparently hasn't them and we haven't them."

STATEMENT BY MR. OLIVER.

Mr. Oliver said: "The car supply in our territory—Seattle—would run possibly 60 per cent of our requirements, but that varies very materially with different roads. We are served by the four roads. Some roads are able to furnish us a larger percentage than others. The Great Northern so far this month has been able to supply us probably with not over 25 per cent of our normal requirements from that road. The Northern Pacific has done possibly a little bit better, the Milwaukee no better; the O.-W. R. & N. has been able to give us a larger percentage than any of the other roads."

Q. "You are operating to what capacity?"

A. "We are operating probably to 90 per cent of our capacity."

Q. "What part of your output are you able to ship with the facilities furnished you?"

A. "We are shipping, I should judge, from between 50 per cent and 60 per cent of our output at the present time."

Q. "Do you use any open cars?"

A. "Yes, so far this month we have built up between 40 and 50 cars, even flat cars and gondolas."

Q. "Out of the total number shipped what percentage are these of the total movement?"

A. "The number of shipments up to last night was 91 cars. I would judge that at least 50 of them were gondolas and flats that have been built up."

Q. "Your statement relative to these percentages applies to all kinds of cars that you use?"

A. "All kinds, yes, sir. I have not a statement with me as to the number of flats, or number of gondolas, or number of stocks, or number of boxes, but we have had a small percentage of stock and box cars during these months, mostly open cars."

Q. "What percentage of box cars could you use?"

A. "All boxes. Our product is such that we require all box cars. Of course we can use some stock cars on short hauls where the danger of weather damage is not too great, but our normal requirements are all box cars."

Q. "Are these roads furnishing you cars in compliance with some rule of theirs covering the distribution of cars in cases of car shortage?"

A. "I cannot answer that. The roads have different methods of distributing their cars. I cannot state what that method is."

Q. "It is a question that really has never been fixed between you and the different companies?"

A. "We have done this, we have furnished the railroad companies information whenever requested, and sometimes at our own suggestion as to our output, showing the requirements, but as to the distribution of the available cars according to that capacity, I don't know whether they have adhered to that or not."

Q. "Have your requirements in the last few months been about the same as they were a year ago?"

A. "Our requirements are more than they were a year ago, to the extent of 15 or 20 cars per month."

Q. "When you speak of being able to ship some 60 per cent of your output, what period of time do you cover in your statement?"

A. "The statement I made was in reference to the actual shipments this month."

Q. "Can you cover a greater period?"

A. "January, I would say, ran a little larger percentage, December was small again, so I think that would probably be about the average for December, January, and so far this month."

Q. "Did I understand you to say about 60 per cent?"

A. "Between 50 and 60 per cent, yes."

Questioned by Mr. Spencer: "How did the shipments last year for December, January and February compare with the total number of cars this year?"

A. "You mean December, 1915?"

"Yes."

A. "December, 1915, we shipped 163 cars; December this year we shipped 97 cars; January last year we shipped 160 and this year 138; the entire month of February last year we shipped 134 cars; so far this month up to last night 91 cars."

Questioned by Commissioner: "Your shipments a year ago were probably in box cars?"

A. "Yes, sir. Bear in mind our capacity was increased last year probably to an extent of 15 cars a month. We have to take that into consideration in making a comparison."

Q. "During the total period of car shortage do you think the same relationship exists between this year and the year before?"

A. "The car shortage didn't become acute until in October, but since that time it would be practically the same. In November, 1915, we shipped 156; November this year we shipped 117. If you will add thereto the additional requirement we have of fifteen cars a month, you get a ratio of 171 to 117. The car shortage wasn't as acute in November as it became since that time."

Q. "How much would the relationship be changed if you had confined yourself to the use of box cars only?"

A. "The relationship would be the same as I have given you up to the first of February. We did not commence using open cars until the first of February. I would estimate that so far this month we would have shipped approximately 40 cars if we had been dependent entirely upon box cars and stock cars."

Questioned by Mr. Reid: "What proportion of your cars move in interstate as compared locally with the state?"

A. "I don't recall shipping but one car in the state in the last year, so it is approximately 100 per cent."

Q. "All interstate business?"

A. "Yes."

STATEMENT BY MR. YEOMANS.

By Mr. Yeomans: "I am located on the Northern Pacific railroad wholly, and we have to depend wholly upon these people to furnish us equipment. I have no particular fault in the amount of cars we have gotten, as being only on one line. I believe that the proportion of cars that we have gotten as compared with the proportion of cars that they have probably been giving to mills on more than one line has likely been about even, but on account of being only on one line we feel that we are very badly handicapped. We have no means of changing, that is, to order equipment for the same shipment from the different lines, and for that reason our percentage of cars as to our needs has fallen off very badly."

Q. "Give us the facts as to your shipments a year ago as compared to the shipments since the car shortage."

A. "For the last three months they have fallen off anyway 40 per cent, perhaps 50 per cent."

Q. "From last year's supply?"

A. "Yes, we have a supply that is about 50 per cent."

Q. "Of your cutting capacity?"

A. "Of our cutting capacity, and for that reason we are obliged to close down part of the time."

Q. "How is your demand this year as compared with last?"

A. "The demand for lumber this year is very much better. We could easily sell all the lumber and shingles that we could manufacture, if we were able to get equipment."

Questioned by Mr. Brown: "The amount of the demand is affected considerably by the furnishing of equipment?"

A. "That may be."

Q. "Were you running most of the time last year?"

A. "Yes. Last February, right after the snow went off we were closed down about two weeks putting in another machine, but other than that we were running."

Questioned by Mr. Reid: "If I understand, your idea is that where a mill is local to one road that it ought to be entitled to a bigger percentage from that road than the mills that are located where they call upon two or more roads."

A. "Yes."

STATEMENT BY MR. WILLIAMS.

By Mr. Williams: "Our position is practically the same as that of Mr. Yeomans, on the Northern Pacific lines. I think his statement practically covers ours."

Q. "What per cent of your output have you been able to move during the car shortage?"

A. "About 50 to 60 per cent."

Q. "Shingles?"

A. "No, just lumber."

Q. "You produce both shingles and lumber?"

A. "No, we produce lumber only."

Q. "What class of equipment do you require?"

A. "About 40 per cent open and 60 per cent box."

STATEMENT BY MR. WILSON.

By Mr. Wilson: "Our position is the same as the gentlemen who have just spoken, being situated on the Northern Pacific South Bend branch and having only one road. We can make no comparison with last year because we recently got started. November, we probably got 40 to 50 per cent of the requirements, running probably about two-thirds of the time on the saw mill and a little more on the shingle mill. We require practically box cars. We have used nothing but boxes and stocks, and today we are getting about 40 to 50 per cent of our requirements."

STATEMENT BY MR. MCCORMICK.

By Mr. McCormick: "I represent the McCormick Lumber Company at McCormick. We are on the South Bend branch, only have one road as an outlet, and I suppose we are receiving 60 or maybe 65 per cent of our requirements, but on the box cars very much less."

Q. "What per cent of the box cars?"

A. "I don't believe we receive more than 20 per cent."

Q. "Can you use open cars as well as box cars?"

A. "Yes, at least half of our output could go by open cars."

Q. "What was your condition a year ago?"

A. "The first six months we didn't operate; the last six months we ran full time."

Q. "Your product is principally for eastern consignment?"

A. "Nearly all."

FURTHER STATEMENT BY MR. WILLIAMS.

Mr. Williams questioned: "That is true of yours also?"

A. "Yes, practically the same. We are served at Dryad by both lines, the Milwaukee and the Northern Pacific, and previous to this month have been getting about 60 per cent from both lines; this month it has fallen down to about 40 or 45 per cent."

Questioned by Mr. Reid: "You say this month you got 40 per cent of your requirements?"

A. "Yes."

Q. "Previous to this month it was about 60 per cent?"

A. "About 60 per cent for both roads."

Q. "You get equipment about equal from the two roads?"

A. "It varies."

Q. "Is none of your product shipped to points from either road?"

A. "Quite a little, yes. We have been avoiding it as much as possible, because it is almost impossible to get equipment to move it."

Questioned by Mr. Reid: "What percentage of the cars you have been receiving have been cars other than those of the Northern Pacific and Milwaukee, foreign cars, I mean?"

A. "I could not say."

Q. "Are any of these other gentlemen able to say with regard to their experiences as to whether you are getting the same proportion of foreign cars you used to do?"

A. "Not under normal conditions. We ship practically all on the N. P. We have to have their cars on account of the embargo, but as a rule, prior to last October, we got all the foreign equipment we wanted, practically shipped all foreign off of the road. At the present time it is pretty hard to say what you do get. We are using mostly N. P.; up to the present they have allowed cars to run to points on the Burlington road."

Another shipper said: "We, like the Baldwin Lumber Company, are situated on the Northern Pacific only. During February we have received cars to 30 per cent of our requirements."

Q. "When you speak of your requirements, is it based upon the output of your mill or what you have accumulated in your yard?"

A. "Based upon the ordinary output of the mill, the cars received have been about 50 per cent of requirements. We ship in both open and closed cars and a certain percentage of stock also within the state."

Q. "What is the destination of your shipments?"

A. "They vary. Interstate shipments mostly."

Q. "What per cent?"

A. "Probably 80 per cent."

Q. "Were you running to full capacity during the early part of last year?"

A. "Yes, from about February 5th."

Q. "What is the output of your mill in 1916 as compared with 1915?"

A. "Practically the same. We have received so far this month 15 cars."

Q. "Your demand would be 45?"

A. "Forty-five to fifty."

Q. "Mostly foreign cars you received?"

A. "Yes, except for shipments to within the state."

Q. "Were those 15 cars you received foreign cars?"

A. "Yes, with the exception of one."

Q. "What classes of equipment can you use?"

A. "Open and closed both. I haven't any figures, but should judge that about between 40 and 50 per cent open cars."

Q. "What per cent of your shipments are on the line of the Northern Pacific?"

A. "I could not say."

Questioned by Mr. Reid: "You use anything you can get now in the way of a car?"

A. "Anything they will let us use, if we can use it."

Q. "Were those 15 cars box or open?"

A. "Both, with a small percentage of box."

STATEMENT BY MR. BURKE.

By Mr. Burke: "I came here to represent the mills located at Anacortes on the Great Northern. Before I came I gathered data, which if the Commission cares to have, I will file. We are located at a noncompetitive point confined entirely to the Great Northern railway for shipments. The information which I came here prepared to give covers a period from September 1st, the beginning of the car shortage, up to and including February 24th. From a general statement made by the various manufacturers with reference to cars furnished, our average is 43 per cent of the requirements. Since the first of November, the month in which we began using open cars, we have received about 50 per cent open cars and 50 per cent closed cars. I have a statement of some of the different shippers and the number of open cars they have received during that time. In my own case, for instance, I received during September 16 box cars."

Q. "Give us the output of that mill."

A. "Requires about seven cars a week. From September 1st to February 24th, inclusive, I operated 122.8 days, during which time I shipped 20 gondolas and 52 closed cars, but the open cars were not used until November. During November six open cars used and seven closed cars. I have accumulated during that time somewhat over twelve million of shingles in addition to four and one-half million shipped to Seattle by scows. I have here a sworn statement from another mill, which began operations in April. I have a statement from another miller who gives his total number of operating days—September 1st to February 24th, inclusive—152 days, after taking off a reasonable allowance for time lost for other reasons than car shortage, and he gives the total number of working days in that period of 146, a normal output of $8\frac{1}{2}$ cars a week, which I believe is a very conservative, or an aggregate, normal output of 197 cars. He has received during that time 58 box cars and 27 open cars, a total of 85 cars, which shows a decreased output through car shortage, of 112 cars.

"I have a statement from another mill taking the same number of working days, number of cars, seven cars a week, normal output 163 cars, out of which

he received 45 box and 26 open cars, total of 71; shortage through car shortage, 92 cars.

"I have from the Anacortes Lumber & Box Company a statement covering a period of five months, not taking into consideration February. They claim their requirements would have been during that time, normal 300 cars. In that time they received a total of 129 cars, that is, September 1st to December 31st.

"The general statement of their mills would indicate that they had received about 43 per cent of their normal requirements.

"Some question has been brought up in reference to the relative shipments during the months of January and February, of 1916, as compared with the same months in 1917. Since January, 1917, there have been three shippers added to the list from Anacortes. During January, 1916, there were no mills operating. Fidalgo Island was covered with three feet of snow during January and into February. I don't believe that any fair comparison could be made by taking into consideration the cars that were used during January and February, 1916, as compared with 1917, for that reason."

Q. "What was the output of the mills in the early months of 1916 as compared with the output of the months thus far in 1917?"

A. "The output of the mill for the year 1916 was a total shipment of 211 cars for the entire year."

Q. "You mean that is all of the mills or only your mill?"

A. "My mill; I am not in position to give the output of the other mills."

Q. "This year it has been about what?"

A. "The output has been quite materially decreased, because these mills have operated 54 per cent of the working time during the months of September 1st to February 24th and they have been able to ship 43 per cent of what they figure the normal requirements."

Q. "Take corresponding months of former years, they operated to what capacity?"

A. "The output of the mills for the past six months has been quite materially increased over the normal output owing to improved modern conditions."

Commission: "You may file those statements with us if you wish."

STATEMENT OF McDONNELL LUMBER COMPANY OF SEATTLE.

Representative of McDonnell Lumber Company: "We manufacture shingles only, about 75 to 80 cars a month. Last month we got 27 cars; this month 24 up to last night; 12 of these this month were open cars. Of course, it is difficult to ship shingles in open cars but we are anxious to get any kind of cars. Our output has been reduced a little less than a third for the last three months. We got a little more cars in December and November, but January and February it was getting less all the time."

Q. "During the car shortage what percentage of your demands have been complied with?"

A. "I would say that we got about 40 per cent of our demands in December and it has been getting a little less. It is down to less than 30 per cent now. We are on four lines."

Q. "In Ballard?"

A. "In Ballard."

Q. "Does your product go off the lines of any of these roads?"

A. "Ours are entirely eastern shipments, way back east and southeast."

Q. "Are a good many of your shipments east of Chicago?"

A. "Yes."

Q. "The embargo on shipments east of Chicago is probably your greatest difficulty?"

A. "No, sir; we have been able to sell all the shingles we could get if we can get the cars."

Q. "What are the respective requirements, protection against weather, of lumber and shingles in the ordinary shipments—interstate shipments?"

A. "Some of the people we have shipped to in open cars have objected to the material on account of the color and condition in which it was received."

Q. "Do the shingle shipments require better protection than lumber shipments on the average?"

A. "Yes, sir; much better, and cedar and finished lumber require protection, too. It is necessary to protect high-grade lumber."

Q. "Have you been getting about the same proportion of cars from each of the four roads?"

A. "No, sir; we have not."

Q. "How has it been running?"

A. "From one road we get probably 40 per cent more than we get from the others. The other three roads would be divided about equally in the remaining 60 per cent."

Q. "Does each of the four roads reach your plant with its own power or does each depend upon other roads switching for it?"

A. "We are on two roads with our own plant and the others switch in."

Q. "Which roads are able to switch to your plant with their own power?"

A. "The Northern Pacific and Great Northern."

Q. "And you get a greater per cent of your cars from these roads than you do from the other roads whose cars are switched to you?"

A. "Get a greater percentage from both of them; yes, sir. That is, the two together, not as a single road."

STATEMENT BY MR. B. L. HEATH.

B. L. Heath: "I represent one of the smaller mills of the state. We are on the Northern Pacific track, a line called the Hartford & Eastern, at Granite Falls. The last three months the proportion of cars that we have had has been 10 per cent of what we want. We require box cars the same as the rest for shingle shipments. I have run after the car distributor enough, I think, but it doesn't do much good. We have gotten 10 per cent in the last three months."

Q. "You are entirely a shingle mill?"

A. "Yes."

Q. "Don't use anything but box cars?"

A. "That is all, yes. We are on a side line—small mill compared to the larger mills—operating 40 or 50 per cent in our neighborhood. The small mills are all about in our shape up there."

Q. "You represent what mill?"

A. "The Heath Shingle Company. We have three uprights. We require about 10 cars a month normally. December, January and February, we got one each."

Q. "Your difficulty would apparently arise from the fact that you don't use open cars while the other companies use both."

A. "They use both, but nobody had less than 33 per cent of the box cars. The shingle mills are not using open cars."

FURTHER STATEMENT BY MR. YEOMANS.

Q. "Mr. Yeomans, you ship shingles?"

A. "Yes."

Q. "In open cars?"

A. "No, sir."

Q. "I have noticed shingles in open cars built up. Have any of these gentlemen used that kind?"

FURTHER STATEMENT BY MR. JAMIESON.

Mr. Jamieson: "I represent two mills in Everett. We have shipped quite a good many open cars—taken flat cars and built them up."

FURTHER STATEMENT BY MR. BURKE.

Mr. Burke: "Since November, I think it will be about 50 per cent. These statements which I have filed with you gentlemen will show the exact number of open cars compared with the number of closed cars, with the exception of the Anacortes Lumber & Box Company, which is not a shingle shipper, so it makes little difference to them whether they have open or closed cars."

Whereupon the conference was adjourned until 1:30 p. m.

At 1:30 p. m. the conference reconvened.

All present as before.

Mr. Blaine: "Are there any other statements on behalf of the shippers?"

STATEMENT BY MR. LEHMAN.

Mr. Lehman: "I didn't come here particularly in my own behalf, but principally for the grain interests in Seattle and Tacoma. The car shortage has affected us in this way: It has been hard for us to make deliveries to people in the country. We have had good grain prices for the past two or three years. The capacity for storage is somewhat limited. People didn't have to wait long for their cars. They didn't have to wait very long before they could get their cars delivered. It has been a matter of one, two or three days. They are all local shipments in the Puget Sound country."

Q. "You get your produce from where?"

A. "We get our grain from Eastern Washington, Nebraska and South Dakota, and for what we ship out it is very difficult for us to get empty cars."

Q. "Where do you ship to?"

A. "Shipments go as far north as Sumas, as far south as Grays Harbor and further down towards the Columbia river."

Q. "Don't you have interstate shipments?"

A. "Hardly ever. I realize, of course, that this is a lumbermen's meeting."

Mr. Blaine: "No, it is not."

Mr. Lehman: "These cars that go out with feed frequently could be placed where there is a saw mill, and the cars would not be idle very long."

Q. "Your idea is that you really ought to get more than your *pro rata* of cars?"

A. "I would ask that some little preference be shown us. There has been a time when we could load up a car after it was unloaded but of late there is a ruling preventing us from doing so."

Q. "What per cent of the output of your mill do you ship away?"

A. "I am here representing the general interests. They asked me to come here. There was a general complaint that they had to delay so long before they could fill orders. Frequently it is disastrous to be out of flour and feed as the people and livestock have to be fed."

Q. "Have you ever received a car for reloading since the car shortage—a car you had unloaded?"

A. "Yes, I have where there had been a special request sent in from the country where they were down and out and had to have it. In talking to the car distributor he said he was working under rules that prevented him from enabling us to load up the cars that we had unloaded the same as we had been accustomed. I am not here to register any complaint against the railroad companies because I feel that they have treated us impartially the same as everybody else, but it is very difficult when a person sends an order for a car of feed."

Q. "You are not losing your trade, are you, to any other firm or section of the state or country?"

A. "No, I suppose it is the same with me as with all the others—if they cannot get it one place they will ring up some other place."

Q. "The same condition maintains all over the state, does it not?"

A. "That is very true, but there have been cases where it has been acute. Mr. Nelson of Enumclaw had to come down to town and intervene personally before we could get a car up to him. Another case was where agents had to telegraph to Tacoma and Seattle in order to get cars and that causes extraordinary conditions."

Q. "You would rather give preference to an old customer, would you not?"

A. "Well, yes."

Q. "Do you know that this is generally the rule of the trade, to give preference to old customers; not seeking to get new customers under the present conditions?"

A. "I think that is quite right. The only point I wished to make was this—that the character of merchandise should be taken into consideration."

Mr. Reid: "I don't think there would be any question on the part of a railroad man, the Commission or any other class of people that there should be and must of necessity be a preference given to fuel to keep people warm and food to keep people alive. Certainly no rule of the railroad company would prevent the furnishing of a car to transport feed to keep animals from starving to death even if lumber and shingles had to wait, but it could not very well go to the extent of allowing a man who had unloaded a car to always keep that car because that would prevent the car distributor having any jurisdiction over cars at all. A man would get in 20 cars of wheat and unload those 20 cars, just serve himself with 20 empty cars regardless of the fact that he may have had more than his fair proportion already. They are bad enough in doing it anyway, but they go ahead by both strength and awkwardness very often and load the car."

FURTHER STATEMENT BY MR. YEOMANS.

Mr. Yeomans: "For the benefit of some of those who came in late, I think it would be a good idea to make a statement as to the general purpose of the meeting, that it is not a question as to whether one man gets a few more cars than another, but the question is to the general method of distribution of cars by all of the railroad companies, inasmuch as it seems that the railroads take no cognizance of other railroads that run into the same plant. In other words, the condition we have is that a man whose plant is located on two lines is under the general method of distribution entitled to twice as many cars as a man who is located on only one line. If he is located on three lines, under the rule that is now in force by the railroad companies, he is entitled to three times as many cars, and if there are four lines, of course four times as many cars as the man whose plant is located on one line. It seems to me that we can just simply follow that out and have that understood by everyone here; we will save time and perhaps make it more clear and plain to the Commission and everyone else."

Mr. Blaine: "We would like that feature of this conference fully developed. In making your statements make them as fully as you wish on that feature."

STATEMENT BY MR. BROWN OF GREAT NORTHERN.

Mr. Brown: "The statements that have already been made tend to show under the actual practice, the shipper at the competitive point is getting about the same proportion in capacity that the other shippers are—I mean non-competitors."

FURTHER STATEMENT BY MR. YEOMANS.

Mr. Yeomans: "The mills or plants which are located in such shape that they don't have any particular complaint to make never show up at a meeting of this kind. They keep quiet and never have anything to say—not spoiling a good thing. I think myself if I were on a competing line I would not be here. A great many others are the same way. That makes it very difficult for the Commission to arrive at the true state of affairs. It seems to me the only way it can be arrived at is from the railroads themselves. Each different railroad necessarily must know how many cars have gone to each plant. I think that if such an investigation be made, we will find the mills at competitive points receive a great many more cars in proportion to their capacities than the mills at noncompetitive points."

Mr. Blaine: "In quite a good many cases the Commission has sent to the different railroad companies statements by people at noncompetitive points complaining that they were not getting their proportionate share of the cars and the railroad companies one with another have answered us and sent us statements of the number of cars furnished at those points."

FURTHER STATEMENT BY MR. YEOMANS.

Mr. Yeomans: "I tried to make myself clear in this, that taking the Northern Pacific alone which supplies us solely, we don't think we have any particular cause for complaint as against some other mill which is located only on the Northern Pacific, but we do think that a mill that is located on the Northern Pacific, Great Northern and O.-W. R. & N., for example, is not entitled to as many cars from the Northern Pacific as they would be were they solely located on the Northern Pacific. In other words, that they should be compelled to draw

a portion of their supply of cars from both the Great Northern and the O.-W. R. & N."

Mr. Blaine: "Before this conference is through I trust that the rules and regulations of what has been considered by the Interstate Commerce Commission might be laid before this meeting by the attorneys of the railroads that know a good deal about these rules. I would like particularly to hear Mr. Dudley, before we get through, go fully into this matter if he will and the other railroad attorneys go fully into the matter that we can come to a better understanding. I think you will all like to know what the Interstate Commerce decisions are."

Mr. Reid: "The state statute, too, ought to be considered."

Mr. Blaine: "We want to get a statement of the facts first and then open out in a broader field."

"Are there any further statements of fact?"

(No answer.)

"Are the railroads in a position to show the actual car distribution? Have you any data here on that?"

Mr. Brown: "At all points."

Mr. Dudley: "Discrimination is prohibited absolutely both in the state law and the federal law. If there is a shipper upon our line at a common point with the Northern Pacific, take Dryad for example, and we should discriminate against him and give preference to a shipper located solely upon our line, I am satisfied we would be penalized. The law prohibits it."

Mr. Yeomans: "For instance, in building a line into new territory you come across a mill that has 100,000 capacity; it already has one railroad. You build your line there. Do you consider the capacity of that as 100,000 or 50,000?"

Mr. Dudley: "We base our car distribution upon the car orders, not upon the capacity of the mill. We have never based it upon the capacity of the mill. Our distribution is based upon the car orders received. Every day car orders from each of the divisions are telegraphed in and the distribution of cars between the different divisions is made by the car agent. Then the distribution of the cars on each division is made by the dispatcher on that division between the different stations, and the distribution at the station is made by the agent at that point. In furnishing cars we are guided by the orders received, not by the capacity of the mill."

Q. "Or by past performances?"

A. "Not to any material extent."

Mr. Reid: "If a mill should order 500 cars you would not consider that a *bona fide* order?"

Mr. Dudley: "No, it has to be a *bona fide* order."

Q. "At present the mills are all ordering more than they get."

A. "Yes."

Q. "Now, on what do you base this final distribution—on past performance or the capacity of the mill?"

A. "On the cars they are ordering in good faith, giving priority according to time, attempting to fill the first orders. Those received today will be filled before we begin on tomorrow's orders."

Q. "How do you determine the good faith?"

A. "Upon the agent's knowledge of the amount of shipments there. The local man can tell very quickly whether a man has prepared to fill the cars he orders."

Q. "You use that as a check to capacity to determine the legitimacy of the orders?"

A. "Yes, general knowledge of the situation. We don't apportion so many cars to a 150,000 mill and two-thirds of that many to a mill of 100,000. We also, in this direction, use very wide discretion in order to keep all the mills running. For example, as to the smaller mills, I think we discriminate in their favor because a mill producing very small quantities, say, a carload a day or every two or three days, if it does not get its car, is forced to shut down. We aim to keep all the mills going. It is a situation I think you will find cannot be covered by any fixed rule."

Q. "Is no discrimination made between competitive and noncompetitive points?"

A. "No, sir."

Q. "Do you bear in mind the efforts of the Interstate Commerce Commission to deal with this matter in case of car shortage?"

A. "Yes."

Q. "Can you outline or state that?"

A. "The Interstate Commerce Commission, the only class of business in which they were able to deal I think was in the coal business, in that it applies to the coal roads in the east there and the equipment is peculiar to the commodity. The coal equipment there is not used for any other purpose. As to a question simply of apportioning the rolling stock adapted to the shipment of coal between a certain number of mines, in making such apportionment the Interstate Commerce Commission has recognized nearly as many different systems of rules as there are railroad companies. Different companies have different systems of rules. In California the fruit growers made application to the Commission to establish rules for the distribution of cars for the shipment of citrus fruits. The case is reported in 12 I. C. C. The Commission after a very careful and full investigation simply said it was impossible to lay down any rigid rule but the matter in their judgment would have to be left to the discretion of the railroad companies, subject, of course, that they discriminate against no particular shipper. The next case I recall is with reference to the grain shippers in Iowa, where the different elevators were asking the adoption of rules. The Commission found that the shippers could not agree upon any rules and found again it was absolutely impracticable to make a rule but left it to the discretion of the railroad company, subject always to the fact that they cannot discriminate. If they do, they are subject to penalties. Anyway, they put the elevators just the same as we do with the mill. They held after an elevator was filled it should be allowed cars in order to cut it down for the reception of additional grain, just as with the small mills, in order to keep them running we might allow a few extra cars."

Q. "Will you speak as to the decisions of the Interstate Commerce Commission as to the distribution of cars at competitive points?"

A. "The only case of that kind that I know of is 25 I. C. C., involving the distribution of cars between coal mines, some of which were located upon one road only and others upon two roads or more and some at railroad and water

shipping points. The commission considered the matter very fully and very carefully, and they pointed out the fact that the industry located upon two or more lines had an advantage in location and called attention to the rule that it is not in the power of the commission to attempt to equalize a disadvantage of location by an arbitrary rule. They held in that case in substance that the railroad company would be obliged to recognize a new shipper. One of these mines located on two roads might in the past have shipped on one road alone. Nevertheless, the second road would be obliged to recognize it if it requested cars. In the first place, they held that where a shipper is located upon two roads he should not be permitted to demand his full requirement from both roads. But they went a step further and established an arbitrary rule that if he were located upon two roads he would be permitted to require 75 per cent of his necessity from each road, if upon three roads 50 per cent upon each road. The whole line of reasoning pointed against it. That is 25 I. C. C. 296."

Mr. Reid: "I have not anything particular to state. Of course it is very disastrous to manufacturers and other business men. During these periods of shortage they come upon us. It isn't at all surprising, however, that the periods do come. If a man wanted to place an order for structural steel, for instance, today, he probably would be informed that his order would be filled in the last quarter of 1918. When other lines of business cannot keep up with the demand during extraordinary periods, it is not at all remarkable that this condition results in a car shortage. You cannot have these extraordinary revivals in trade that swamp the industries without the other following as certain as night follows day. They have to have the cars to haul these commodities to market. This car shortage came upon us last fall. To make things worse than usual, worse than we expected, there never has been known a winter during which it has been as difficult to operate roads as this one. Yesterday morning it was still reported 12 degrees below zero in St. Paul and at Fargo. Bear in mind that the cold condition has existed since early in November, about the 10th or 11th of November, and has been a continuous performance ever since. It has been the worst winter ever known in that country—one blizzard after another until the snow is five feet deep. We have not on the west end the proportion of the system cars that we should have. We only have about half as many. The reason given is this: Cars have been taken out on branch lines, unloaded and snowed in and have to be shoveled out to get them back. We hire every person we can to shovel cars out and by the time we get them about out another blizzard is on. It has been simply an impracticable situation. The wonder of the matter is that the car shortage hasn't been worse than it is.

"My judgment is that if anything the car shortage will get a little worse for a couple of weeks and then I think it will very rapidly improve. We cannot have winter all summer. This thing has got to stop some time and as soon as it does, as soon as we are able to get cars out of the terminals and from the branch lines, I think the situation will improve rapidly. Bear in mind that if you have a yard with four or five or 50 or 75 parallel tracks you cannot shovel the snow off of one track onto another track. You have to haul it away in cars. This is a laborious job and one that takes a lot of time, particularly if it is 30 degrees below zero and a blizzard blowing. That has been one of the contributing causes of the extraordinary conditions which exist now. I don't believe it was within the power of human kind to prevent it. You cannot operate a railroad as well under such weather as you can under normal weather conditions."

Q. "What has been your rule in regard to distributing cars at competitive and noncompetitive points?"

A. "We filed with the Commission at the very opening of this car shortage a statement of our rules and the Commission has them. We do not aim to discriminate between competitive and noncompetitive points and I don't think there has been any discrimination. I think Mr. Williams voices the situation when he says that it is a suspicion and it is the same old suspicion that used to exist in the days when the railroads gave rebates. If a man is getting 50 per cent he is fairly well satisfied if he does not think that somebody else is getting 60 or 75 per cent. We don't discriminate between competitive and noncompetitive points. If I were asked to express my own personal views as to what would be right in the highest degree of equity, I would say that a man who is located on one road was entitled to more than his percentage of cars from that one road. In other words, I think the same rule ought to apply that applies to a case of food shortage—every person should get enough potatoes, enough flour and enough beefsteak to keep him going—keep him alive, but I don't believe that it is practicable to adopt that rule."

"In the first place, take our own state statute, it says in substance this: 'Railroads shall not discriminate between competitive and noncompetitive points.' That was put in there for this reason—it was suspected that the railroads would give preference to a competitive point. They did that not thinking of periods of car shortage when either road had more business than it could do, it was preventing discrimination in favor of competitive points. The rule, in my judgment, prevents the railroads doing what Mr. Yeomans suggests and what I suggest as what I think would be ideal and highly satisfactory. I don't think that under the state law it is within the power of the railroads to purposely and intentionally discriminate in favor of the mill that is located only on one track. The statements made here this morning were certainly a surprise to me as they negative discrimination. An industry located upon two, three, or four tracks might get more cars than an industry located upon only one. Whether that would be compensated by the fact that ground costs more at a place of that kind, and his operating expenses are greater, I don't know. I don't know whether it is right to take away from a man a geographical advantage that he has bought and paid for. Certainly courts have held a good many times that it was not within the power of the Interstate Commerce Commission to capitalize—to make a rich man poor or a poor man rich—could not take into consideration or take away from a man the advantage that he possessed. Now the railroads would be in this position if we undertook to deliberately give to Mr. Yeomans or any of these gentlemen more cars than their fair proportion; we would be liable to be sued and if the courts held that we were wrong in saying it was proper to give more cars to a man local on your own line, we would have to respond in damages."

Mr. Yeomans: "The law, as I understand you, says it is unlawful for the railroads to discriminate. Now if several roads jointly give a shipper at one point more cars than a like shipper at another point, isn't that discrimination?"

Mr. Reid: "I think each railroad is an entity. I believe if a practical rule could be worked out, it would not be more than just to allow railroads to give some preference to a man who only has one chance to get cars, but I don't think we now have any right to do it."

"The figures here this morning were somewhat of a surprise to me. These gentlemen on Grays Harbor who have three roads they can get from don't seem

to have been faring much better than the others. I think the car distributors have perhaps taken into consideration to some extent that the man was getting along fairly well and didn't try very hard to get him a car if they saw that he had two or three or four from another road there. I think perhaps they have not been in a very great hurry to turn cars over to be switched when they could not get cars under their own power.

"Here is a thing that has been mentioned a good many times. They base car distribution upon past performance. Of course the first objection you meet with is that a new mill has no past performance, but the mills in this state, many of them, were also natural cargo shippers prior to the war and prior to the time the boats quit the job and unloaded the whole thing onto the railroads. I presume any railroad company would like to, if they could, give the cold shoulder a little bit to those who had not been patronizing them during the ordinary times, but I don't think that a railroad company has a right to do that. I think they would like to do it because their officers are just as human as anybody and I think they would like to continue to furnish cars to the people who are helping them out. I don't believe that any commission has a right to allow them to do this.

"Take the mills of Everett. Some of these Bayside mills were very light rail shippers. Numerous big mills, as soon as the boats left the business, of course, offered all their business to the railroads. I don't believe we have the right under the existing law to do anything other than what we are doing.

"We are trying to distribute these cars fairly and equitably and none of the gentlemen here today complain of any discrimination as between the mills where they have real information. It isn't scientifically accurate. It cannot be scientifically accurate. There are certain emergencies, for instance, where cars must be furnished. For instance, there is the matter of company material. Manifestly there comes a time when you have to discriminate, if necessary, in order to haul out your own ties to replace the old ones; otherwise, soon you would not have any road at all to haul anything on. On the question as to whether these cars should be counted or not, some of the mills have been taking a somewhat arbitrary position. If we spot some cars for ties, they say if you count that car against us we won't load your ties. We will load it for Chicago. I don't know of any rule that would justify you in not counting a car that is loaded with company material. It helps to keep the mill running. I think the Interstate Commerce Commission has pretty well settled that cars loaded with coal for company use are to be counted against the collier. I don't see how you can justify not counting it against the mill. A good many questions come up. For instance, a man loading a car he has unloaded, in some cases in five seconds after he has taken off the last stick he starts to reloading the car, yet he knows that is contrary to the rule. He knows it absolutely prevents the car distributor being fair in his distribution of cars because he does not count these cars. He says, 'I got this car by bold strength and awkwardness.' Of course where it can be done it is very desirable to have the thing done that he mentions. We can do that in a movement from here. Over across the bay, cars are loaded going down to the McCleary door factory, gondola cars or log flats, anything that will carry that rough stuff. We can take that same car after it is unloaded and drop it down to White's mill or down to Malone and get a load eastbound. I don't think that is unjust discrimination. I think it is a silly thing to do, to haul an empty car down to Malone or down to White's if we can pick up a load on the way down."

STATEMENT BY MR. LEHMAN.

Mr. Lehman: "I have not any shortage to complain of right now, but a meeting was called at the Merchants Exchange in Seattle where there was a general complaint and I was asked to come down here."

Q. "What per cent of shortage did they complain of?"

A. "They didn't give me those details. I will say that I have feed coming from the Sperry flouring mills in Tacoma that I should have had a month ago."

Mr. Blaine: "A complaint of this kind has been made, or intimation rather than complaint, that more cars are unloaded in Seattle than in other points in the state; that Seattle didn't furnish as much traffic for the east as the Grays Harbor district and it is claimed that Seattle reloads the cars to ship them east."

STATEMENT BY MR. REID.

Mr. Reid: "It so happens that I got from our car distributor this one fact that the division as between the Tacoma division and Seattle division only varies 1 per cent, one was 46 and the other 47 per cent, and that is as near as it is possible for a human being to do it. There is absolutely no foundation for that charge. The only person who ever had an opportunity to seize a car in that way is the mill companies that get feed in and ship mill feed out. They don't lose any time in getting the last sack out and then the first one in before we get a chance to get the empty car."

Q. "That is 46 and 47 per cent of the normal supply?"

A. "Yes."

Q. "Only on the Northern Pacific?"

A. "Yes."

STATEMENT BY MR. DUDLEY.

Mr. Dudley: "All of our cars for Eastern Washington necessarily come from Seattle. From there we furnish Bellingham, across the peninsula, Grays Harbor and Willapa Harbor. The distribution is made about equitably between all the points based upon car orders."

Q. "There isn't any question then, according to the statement of the flour mills this morning that are loaded at competitive points, but that the railroads are following the rule laid down by the Interstate Commerce Commission in the case you mentioned?"

A. "We are not. That was laid down in the coal case. In that special case the situation was entirely different. Coal cars are special facilities adapted to a single line of business."

Q. "What I was trying to get at, if you can get a system that is exactly the same on all four lines why wouldn't that be a solution of the question?"

A. "I don't see that that would have any advantage at all in determining the quantity of cars that a mill would be entitled to which used the lines of two or more roads."

STATEMENT BY MR. BROWN.

Mr. Brown: "Upon this subject of distribution of cars made empty at Seattle, we have no figures here. I presume they could be made up. I am advised by Mr. Kimball that the rule followed is similar to that followed by the other companies. Our car distribution so far as the distribution between industries is concerned seems to be left very largely with the local agent. We have heard that there is a suspicion that the shippers at competitive points have an advantage over the shippers at noncompetitive points. That is an assertion that

has been made since about the beginning of this car shortage period, made to our agents and then comes in from them through the traffic manager and superintendent. Like other times in the history of food famine in the world, there has been development of slight suspicion and rumors which finally never materialize into such certain data. Some suspicions have arisen in this car famine. It has gone so far on our line that the older and more enterprising shippers like Mr. Burke have had a check made of the cars furnished to shippers at competitive points for the purpose of making comparisons and the result has been that whatever information they got at the competitive point they have taken home to the local agent and he in turn has communicated it to the car distributor. He has reflected an impression that has been made upon his mind, I think by the car distributor taking a little away from the shippers at competitive points. I judge that not from any facts that I found out before coming down here, but from the facts that were shown by the statements of the first shipper here, Mr. Oliver, who while he showed he was getting between 50 and 60 per cent of his requirements in the last two or three months, said that the Great Northern, upon whose track he is, is furnishing him no more than 25 per cent of the cars required for Great Northern shipment. On the other hand, Mr. Burke, at Anacortes, who is served by the Great Northern only and has no competitive carrier, is getting upwards of 40 per cent, so whether the rule is right and whether the road is right or not we may be penalized for making that discrimination against Ballard."

Mr. Spinning: "One of the complaints invariably made by those suffering from car shortage is that the companies have no fixed rule, that it is a sort of haphazard performance on the part of the companies—hop, skip and jump arrangement, and they feel that there should be some concerted action on the part of the companies, some rule established whereby there could be a distribution on some certain basis, a fixed basis entered into by all of the companies, which would be more satisfactory and more equitable. That seems to be one of the burdens on their minds at all times."

A. "Referring again to what I think the statements show to have a sort of rough rule—approximation—they have been trying to work out—tried to estimate what the total car shortage is in the state and then have tried to supply each shipper with such percentage of his requirements as would correspond to the total car shortage. Assuming the car shortage to be 50 per cent, each shipper would be entitled to 50 per cent of his requirement, but to illustrate the impracticability of making a rule you must take into consideration the fact that the percentage of shortage is not a fixed factor for two consecutive hours or two consecutive days. It is as changeable as the clouds. Every day that percentage of the total number of cars available is to the total requirements of the state is changing, and so if you would only make a rough sort of an approximation it seems to me you would meet that same difficulty in formulating an absolute rule. You might adopt the principle that a man who has access to three roads shall not have 100 per cent of his demands recognized by each railroad."

Q. "What rule does your agent at these competitive points follow?"

A. "The rule he follows is to try to divide the available car supply, that is, all the cars he can get, equitably, in proportion to the capacity ordinarily of the different mills at his station."

Q. "At some points do you distribute cars somewhat on past performance?"

A. "As to patronage of the company?"

Q. "Yes, as to how much you have shipped in the past at that point?"

A. "I don't think it is universally true. There are exceptions. For example, a large mill at Mukilteo shipped in ordinary times, say, 95 per cent of its product by water and now is it shipping 100 per cent of its product by railroad."

Q. "That would be for the railroad a new industry."

A. "Yes; all the waterfront mills of Everett used to ship by water, from which they now have been excluded, and to a degree the cases there are similar. I think this is done on our road. A statement was made this morning which would tend to show it is being done by all the roads. In case of shippers at a competitive point whose industry is on the track of one road only, so that they have physical connection with one road only, have access by a switching movement to the other road. I think there has been some discrimination against the shipper off from the line in the furnishing of cars in favor of the shipper on the line, perhaps for the purpose of saving delay in the use of the car, perhaps more largely because the shipper on the line of the competitor road has customarily made most of his shipments over that line and to some extent he has been discriminated against on the ground, you might say of past performance, but I don't see how in the world a common carrier can refuse a shipment from anybody at a point where it has a railroad."

Q. "Under existing laws?"

A. "Under existing laws or any rule that is possible under existing laws."

Q. "You get more of your cars from unloading in Seattle, that is, more cars coming to Seattle to be unloaded than any other point on your line?"

A. "I think that is so."

Q. "When these cars are unloaded there you send them to your breakup yard for distribution to be loaded?"

A. "Yes, a certain portion of them are."

Q. "You are enforcing the rule now of not permitting shippers except in certain instances to reload new cars?"

A. "No, not many. The bulk of the cars coming to Seattle are cars containing trans-Pacific freight, largely open cars. As the tracks must be cleared of the freight eastbound to make room for the westbound, the open cars are distributed to the best of our ability at various points where they can be used."

Q. "Say you had 300 cars this morning at your breakup yard to distribute, what would be the process from the beginning to end?"

A. "They would be distributed north and south of Seattle at noncompetitive and competitive points, with the proper proportion at all points."

Q. "North and south of Seattle?"

A. "Yes. They are distributed according to the capacity of the mill and their requirement. The capacity of the mills is taken into consideration in giving distribution at the various points. As I stated at first, when they are unloaded at the dock they take care of the dock requirements, which is absolutely necessary or otherwise these cars would come in from the east and lie around in the yard and the ships will be unable to get freight. Those that are left are sent to the shipping points up and down the line north and south of Seattle and points south of Tacoma in proportion to the requirement."

Q. "They are distributed then daily to the different places and then the agent makes distribution at that particular place?"

A. "The car distributor makes the general distribution at the town; yes, sir."

STATEMENT BY MR. SPENCER OF O.-W. R. & N.

Mr. Spencer: "I don't know that anything can be added, from our standpoint, to the observations made by the other representatives of the other roads. The desirability of a uniform rule is certainly, I think, appreciated by all concerned, but the difficulty in making the rule is very apparent and has been so recognized by the Interstate Commerce Commission. When this car shortage became acute I studied the decisions of the Interstate Commerce Commission with a view of, if possible, to assist the operating department in promulgating a rule for the various agents to operate under. I happen to have a copy of them here and I observe this language from the Interstate Commerce Commission on this very subject, 29 I. C. C.: 'The whole situation is one which it does not seem to us can be dealt with by any fixed arbitrary and unelastic regulation.' We are operating to a very considerable extent with flats and gondolas and have not had the use of these box cars that are located upon our line and down there. It seems to me the yardstick for furnishing cars during this congested and stringent times is not solved by determining who had his order in first, or giving it to him, or how much a man shipped last year, or the capacity of the mill, but I think is defined by the Commission in practically this language: 'That the distribution of cars should be made as nearly as practicable in accordance with the volume of the commodity offered by the shipper day by day ready for loading within the free time under the demurrage rule.' The difficulty of putting in a definite rule is the fact that you cannot now ascertain with any degree of accuracy or at least a satisfactory degree what the volume of business offered day by day is except of the products of the soil.

"These lumber mills, you will find, report that they have a capacity of 150,000 or 250,000 feet, when as a matter of fact, if you check it up, you will find that it varies from these figures day to day a great deal. What we are endeavoring to do is to ascertain how much stuff they have in the yard ready for shipment and undertake to proportion the cars in the proportionate ratio that the various mills bear to each other in that regard. The same is true of grain. But to say as between all commodities that you can make a hard and fast rule, seems to me is to assert something impossible of successful performance and operation.

"It is now demonstrated that the mills are operating with considerable success in the use of gondolas and flats, but in the distribution of cars should a mill be charged with a car when it is furnished something that is not adequate and sufficient to them, as in favor of a grain shipper who demands one type of equipment. Furthermore, there is the question of giving a preference to shippers that are local to your line to keep your line open. All these questions have to be taken into consideration. I think, as a matter of fact, the railroads should or would perhaps be justified in discriminating to some extent to the man who is entirely dependent upon one line. I doubt whether it would be considered unjust discrimination but it would be if it were carried to any great extent.

"A man on a branch line dependent upon your transportation facilities is also in a serious situation. The man at a competitive point has had an equal number of cars with your man on the branch line but his necessities can be reasonably served by competitors. My only solution is more cars, or to get back

some of the 15,000 or 20,000 of the box cars that belong to western railroads. Then we can get along very nicely."

Q. "What is your company doing in the construction of new cars?"

A. "We have orders, I think, placed for 3,500 new cars. I would not be sure of the number."

Q. "Of course you are constructing all the time whether in exigencies like this or not. Is this more than a normal order?"

A. "It is a stiff order, yes. I suppose an order for 1,000 or 1,500 cars is a good order. We have some small orders here on the Coast as an experiment to see if we can get some constructed."

Q. "What have you done in repairing old equipment?"

A. "I don't think we can be successfully criticized in that regard. I think the maintenance of equipment on the Union Pacific system has been kept up to the highest degree of efficiency. It might be that it has run down since the car shortage started. As a matter of fact, it was the policy of the chairman to require that the equipment be kept up. As to the motive power, we had 24 or 25 engines for a time in the Portland yards during lean operations and they were all ready to get out on fifteen minutes' notice."

Mr. Blaine: "The question on prompt unloading of cars at western points, can you enlighten us on that?"

A. "I think that condition has been met pretty satisfactorily. There was a good deal of that when the car shortage came upon us but I think both the consignees and the shippers are cooperating with all earnestness to aid us in getting the maximum of efficiency in the use of our equipment. Of course there are isolated instances."

Q. "How does your demurrage compare with normal conditions?"

A. "Just about the same."

STATEMENT BY MR. REID.

Mr. Reid: "I think better than ever before. We watch every car like a hawk because we have no great amount of them and it is not a very big job to watch them any more. The only salvation, I think, is to keep these cars moving. You spoke about keeping them in repair. We close our eyes to a roof that leaks, and they of course are not penalty defects at all. Mr. Yeomans would rather have a car with a leaking roof than no car at all. We have gone to the extent of marking cars 'bad order' and shipping them right through in order to be able to get them out here.

"If the Northern Pacific railroad had had one million more cars than it has had, it would not have done a particle of good for the last three months we were hauling over the Rocky mountains every car that was possible to move under the weather conditions. If we had had any greater number of cars they could not have moved over our road. We would better let the stuff go down that way than haul it back to the Twin Cities. The Burlington owes us nearly 1,000 cars, and we will get them back very shortly. They are about due to begin to arrive back. Under the weather conditions that have prevailed, you could not move them over the Rocky Mountain-Montana division."

Q. "How about power to move cars, have you ample power?"

A. "We have had ample power. The west end was forced to loan fifteen or twenty engines to the east end because they had this terrific snow condition to confront them back there. It doesn't do any good for us to rush cars into Paradise, Montana, if they are not going on, so we let them have our engines.

There has been no shortage of power on the Northern Pacific. The trouble has, say for the last three months, not been due to a shortage of power or cars, but the inability under the weather conditions prevailing to get the business over the line."

Mr. Lewis: "Mr. Spencer, you have quite a percentage of your equipment tied up in eastern terminals, have you?"

A. "Yes, for the Union Pacific system, the last check that came to my observation some two or three weeks ago disclosed that of the some 24,000—I may be off—box cars, there were 4,500 on the line and there were about 8,500 of foreign cars on the line, making an aggregate of box cars of something like 10,500 or 11,000 box cars."

Q. "The condition is radically different than in October?"

A. "This was the latter part of January I am speaking of. Yes, it is worse now than in October. I want to concur in Judge Reid's observation. As far as operating conditions go, it would have been impossible if we had had unlimited number and supply of cars to move substantially a greater tonnage eastbound than we have moved. If we had unloaded it onto the Union Pacific it would certainly have become stalled in the baffling snows. In Wyoming they had conditions where the sleet and heavy melting of the snow was so compact that they had to blow it out with powder. Perhaps some of the times we could have operated eastbound thirty-five or forty cars more a day but on the whole we would not have been able to make very much better showing than we have."

Q. "Looking to the future, do you see any bright lining to the clouds?"

A. "I think that the condition there in the east is so bad that it must break loose by itself pretty soon. I don't think that there can possibly be any relief until they bring these cars back and deliver them to the western roads."

STATEMENT BY MR. REID.

Mr. Reid: "And they don't want them there because the per diem is eating them up."

Q. "What is going to relieve the situation back there?"

A. "Release of export material."

Q. "Isn't the real trouble conditions in the east?"

A. "I think so. The grain elevators and warehouses are all packed to the roof, ships are hesitating to go out and charters are being cancelled. It certainly isn't going to do any good to strip our lines of what cars we have here and send them all loaded with lumber and wheat, etc., back into that congested district and make a bad condition worse."

Q. "Are shipments destined to the east for eastern use and consumption delayed for unloading facilities?"

A. "I don't suppose they are to the extent that the export stuff is but the export commodities are of course occupying the warehouse space and they are equipped back there only for normal conditions. The abnormal conditions came upon them and piled them up during periods of weeks and months and of course it interferes with the normal commerce."

Q. "What do you say, Judge Reid, as to the shipments from the east for local consumption and use? Are they being unloaded and the cars being returned?"

A. "No, we practically don't get an empty car from the eastern lines. They occasionally load a car and let us have it back, but we are not getting any empties and not getting any very fast."

Q. "Do you know where your cars are in the east?"

A. "Yes, we have a report every day. They are scattered all over everywhere. The Erie road has had a good many of ours. I was looking over the report a day or two ago and we have the short end of it with all of them."

Q. "Do you mean they are using your cars?"

A. "No, they get them back there under load and cannot unload and let them stand there. They are all congested, put on sidetracks and get snowed in."

Q. "They pay you how much?"

A. "Seventy-five cents a day."

Q. "Is that a profit?"

A. "No, not when we can make \$25 hauling Mr. Yeoman's lumber. It might be a profit in hard times. They cannot get the stuff unloaded and get them back and they cannot get demurrage. The whole situation, as can be seen at a glance, has been brought about by perfectly abnormal conditions. As Mr. Spencer says, you can bring a carload of wheat from eastern Oregon, taking two days, and unload that car and get another load back and that way one car would perform the service of twenty cars now. If the stuff goes east, when you let one of these cars go you can just as well say goodbye to it because the car shortage will be over long before you will ever get that car back. I don't think anything can be done. I think the worst thing that could be done would be to make a set of arbitrary rules relative to the distribution of cars that would absolutely put a straight jacket on every person. You are not going to help the situation by making a set of arbitrary rules. The railroads, I think, have shown a disposition to be fair in this distribution of equipment under very trying circumstances. You certainly would have to make exceptions in the case of food and fuel, and many other emergencies may arise."

STATEMENT BY MR. BROWN.

Mr. Brown: "If the Commission cares about it, the New York Times has during the past two weeks had a man assigned to the study of the freight congestion in New York and the New York terminals and in the Sunday issue of a week ago and two weeks ago, there were extensive reports made by this man who has visited these yards. I will not undertake to quote him. I do remember one thing upon this subject of warehouse capacity. In his first report he said that shippers, even at the increased demurrage rates, were preferring to use the cars for storage rather than to attempt to unload them.

"With reference to unloading of commodities for local consumption in these markets in New York and Boston, I happen to know from talking with an eastern business man that it takes as much as four weeks to get the delivery of a car after it reaches some of these terminals. When it gets to within forty miles of Boston or New York, it takes four weeks at times to get that car delivered, on account of the congested condition of terminals.

"The New York Times reporter illustrated that by saying that many cars that were wanted unloaded to go in steamships were so switched locally they could not be reached, and they had adopted the practice of sending a locomotive crane down the main line where they could reach this car or particular cars and lift it up over the other tracks onto the main line in order to get it out, and that was the only way they could get it out on account of the congested condition of the yard."

STATEMENT BY MR. PEASE.

Mr. Pease: "I didn't expect to say anything on this subject because it has developed into a lumber and shingle proposition, but if it is the purpose of this meeting or Commission to make any recommendations or any orders as to the distribution of cars, the interests I represent would be very much opposed to it. I think the testimony here today has developed that the railroads are doing exceedingly well in the distribution of cars under the present circumstances. If any fast or fixed rule is made it would simply paralyze the railroads and get us in worse shape.

"We have a good illustration: A recent order of the Interstate Commerce Commission made so far as grain was concerned was that no cars were to leave their own roads, their own rails. This simply paralyzed the grain situation, stopped the loading of boats and put them out of business. I think that one order the Commission put in has brought about practically this situation. While the situation is very extreme now, I think that Judge Reid and Mr. Spencer have given you the exact situation.

"It is the cold weather that has paralyzed these roads as much as anything else. No doubt the weather will change in the next two or three weeks and we will get relief from that situation. These eastern roads are delivering these cars back and will deliver them back just as fast as they can get them unloaded. Their instructions are now that they will not furnish a car to be loaded unless the shipper can show that the man at the other end can unload it and that will certainly prevent a further tie-up of equipment. The situation will clear up itself.

"There is another feature I want to bring up. I don't believe these mill men want cars. They are getting \$2.40 for shingles and if they had all the cars they could get they would get about \$1.50 for their shingles. I don't think they want what they are talking about. I think the same thing applies to your lumber. You are getting \$5 and \$6 a thousand more for lumber because you have a car shortage and I believe we better just take what we are getting here and let well enough alone."

STATEMENT BY MR. JAMIESON.

Mr. Jamieson: (Having mills in Everett and Anacortes.) "I agree with this gentleman in his remarks. I manufacture a million and a half shingles a day. I would like to ship them all at present prices, but I think that the car shortage is one of the best things that ever happened to me. Only one thing that I was interested in coming here for and that was to see that we were getting an equal distribution of the cars. I was surprised to note from the different reports from the localities that we are getting as fair a distribution as we are.

"It seems that most of the points that have been reported from here today are getting about the same percentage of their production and shipping capacity. I think the railroads are handling it much better than they could have handled it with any set of rules to go by. As to the remark that was made by Judge Reid that he expected the car shortage to improve rapidly, I hope it doesn't improve too rapidly, but I would like to see an equal distribution of the cars.

"Just one more point, Mr. Williams made the remark that cars for local way point shipments in the state should not be charged against the mill. They should. His investment is no more valuable to him than mine is to me. I want to operate just as much as he does. His business for shipment at Ta-

coma or Seattle or any other way point within the state will allow him to operate, will help him to operate just as much as my shipment in Texas. It is the operation we are all after. We have two mills at Everett and one at Anacortes."

Q. "What is the difference in the distribution of cars?"

A. "It is about the same. I would say, however, that possibly we have had a little less shipping capacity at Anacortes than we have had at Everett."

Q. "A little less?"

A. "A little less. There is not very much difference, not enough to mention."

Q. "The Commission had a case growing out of the Anacortes distribution of cars a while ago and my recollection of the testimony in that case showed 60 per cent of the cars furnished."

A. "During December I think that 60 per cent was about what most of the mills were getting. I think it is less now. Of course, less at Anacortes. I know it is less in Everett than it was in December. At Everett, from January 4th to February 24th, we had a little over 40 per cent. At Anacortes I have not the figures in percentages."

Mr. Reid: "Isn't it true, Judge Brown, that more cars would not have done you any good?"

Mr. Brown: "Absolutely."

Mr. Jamieson: "I think that the question of the distribution of cars should not be handled on the relative proportion of shipping capacity to the capacity of the mill. For instance, my competitor might have an equal capacity with me. He may get ten cars today and I may get eight, but my cars may be larger than those he gets. I think the distribution by the local agents should be guided upon the capacity of the mill, normally, the ten-hour capacity of the mill and the actual shipping capacity of cars furnished."

Q. "Do you think it would be possible to have all the lumber and shingle manufacturers of the state agree with themselves as to the capacity of their mills?"

A. "I never saw them agree on anything yet. I think it is possible for the local agent to go to the different mills and get their actual capacity, not their advertised capacity, but their actual capacity. We are doing it in Everett for our own benefit, taking the actual capacity of the shingle mills. We have our own man check all the cars that go to all the mills every day and we know we are getting our share of all the cars."

Mr. Reid: "If these gentlemen keep such close tab, if they saw three cars going to some man not entitled to them the word would be all over the State of Washington the next day."

A Speaker: "As to the mills that are situated upon railroads, there isn't any question about the railroads obtaining the capacity of these mills that are shipping lumber. They know what is shipped. There is no question but what they can get the capacity if they want to. It isn't the advertised capacity, it is the actual capacity of the mill, the lumber that they are putting out. On the water mills they probably could not get it unless they are interested in the water shipment to such extent."

Mr. Reid: "Does a mill really know what its exact capacity is?"

A. "With most of the mills the rule is that they check their lumber out every day on their separating table and the amount is turned in by a tallyman every night as to the cut. At the end of the year they will tell the number of hours worked."

Q. "That would not be a criterion of what they actually could cut?"

A. "You never could get the exact amount as between one year and another. A mill that is operating today with a capacity of 50,000 feet might be next year cutting 75 or 100 thousand feet."

Mr. Spencer: "Regarding the number of cars under construction on the Union Pacific I said 3,500. I had in mind the eastern contract. Mr. Heron tells me that it is 2,500 in the east and 400 out here, making 2,900 under construction."

"You have how many, Judge Reid?"

Mr. Reid: "I have seen the figures several times. I am ashamed to say I don't remember. We are buying 500 refrigerator cars. We are building at South Tacoma about 600 cars. We have bought 25 heavy engines, but I don't remember the number of gondolas and other equipment, 500 box cars, 450 forty-ton box and 125 thirty-ton box cars."

Q. "Is that above the normal?"

A. "Yes."

Mr. McGrath: "In regard to any set rule, as Mr. Spencer has stated, I believe it is the last word of the agent that shall have to govern in the placing of cars. As an illustration, we have here two mills, one a shingle mill and the other a lumber mill. The lumber mill has orders in with us, we will say for five eighty or one hundred thousand capacity cars, these orders are different dates. The shingle mill we will say has a capacity for shipping—has orders in with us also, but they say they will load any kind of a car. We get a 34-foot car. Say the order from the shingle company is from an earlier date than any of the orders from the mill company. The mill company cannot load that 34-foot car so we place it at the shingle company. The next day the same thing may occur and it might result in a week or two weeks' time we have furnished this shingle mill with four or five cars, whereas on the other hand we have not furnished the mill company any, simply because we didn't have the class of equipment that they desired. Again, we will say we are serving the switching district down here. We switch cars for a competing railroad. A shingle mill has a capacity of not to exceed one car a day. They have an order in with us and we have a car for placing at their mill, but we find that the Northern Pacific have sent us over a car to be placed at this mill. It would not be right for us to set the car that we have available at the shingle mill when they can only load one car. It would be proper for us to place it at the other mill because by doing so we gain twenty-four hours on that car, which is to be considered in car shortage because every minute you save on a car is that much gained."

STATEMENT BY MR. BURKE.

Mr. Burke: "We have a man for the purpose of checking the various towns. He has been employed continually traveling between Everett and Bellingham along the line to Anacortes and other places, and we started the thing to find discrimination in distribution and I must say frankly we have been unable to find it. As individuals we have fought among ourselves, tried to get the best of one another, but we have been unable to find any place where we have been discriminated against in the distribution."

Q. "On new equipment, what would you say, Judge Brown?"

Mr. Brown: "I know very little about that, but I did get some information here today. We have 2,200 box cars under construction and 83 locomotives.

I know they have some gondolas and flats ordered but I don't know the number."

Mr. Yeomans: "I have no reason whatever to disbelieve these statements. However, we find that our customers tell us that they cannot afford to place certain orders with us. These classes of orders that I have in mind apply more to yard stock than other material because you cannot ship it, and they say they will go to some other mill where they can get it shipped. We do know that some other points are shipping right straight along. Those I have reference to are competitive points. They are on the main line of the Northern Pacific, the O. & W. and Great Northern combined.

"Further I am told, no proof of this, that when they want a car for a certain destination, providing the destination is far enough east, if they are so that they can use more than one road, the first road getting the car there gets that particular business. The second road, not knowing that the order has been filled, furnished a car and that is then loaded to some other point, which gives them quite an advantage over us.

"It seems from what I can learn here that the railroad heads all seem to figure the same as I do, that the mills are entitled to about the same amount of equipment according to the different shipping facilities, and if we would always bear that in mind and try to give the mills that are located on one line the best of it so as to as near as possible divide up the equipment it might answer the purpose better than any set rule that can be made by the Commission.

"I have known some of these men long enough to know that just a simple agreement of that kind from some of these people is worth a whole lot and goes a long way. It seems to me that that is the sentiment as expressed by Judge Reid and several of the others, that we are honestly entitled to just as much equipment according to our several capacities even though we are located on one line as if we were located on more.

"As they say, it is very difficult, almost impossible, to make a fixed, set, hard and fast rule to govern it. If we had a gentlemen's agreement as to that and they sort of followed that out until the car shortage is over, which probably won't be so very long, it will be worth while and be well worth our time.

"I find that the railroads themselves, now that spring is coming on, are going to need a considerable amount of equipment to handle their own material to keep the roads in repair, which to quite an extent will offset the extra amount of equipment coming from the east. This car shortage will undoubtedly last until the middle of the summer and even perhaps longer than that. I believe we ought to have some sort of an agreement and arrangement whereby the mills located just on one line of road can participate as nearly as possible in the amount of available equipment as the other mills located at competitive points. I believe that that thing, if done reasonably, would be entirely legal. I don't believe when this law was enacted forbidding one railroad to discriminate against another in the matter of furnishing equipment the legislature took into consideration the fact that that would really make a discrimination in itself. I think they had in mind the furnishing by all roads the same equipment, a like amount of equipment at a competitive point as against a non-competitive point."

Mr. Reid: "I think that shows the absurdity of putting this hard and fast rule into effect. I would throw up my hands at a hard and fast rule for the distribution of cars. Take this plant in Olympia that puts up fruit juice. They

have to get these apples when they are ready. If they have to wait until next season, they cannot get apples to make fruit juice in April. Those people have to have for awhile 100 per cent of the cars they need. Any rule that says they have to be put on the same basis as one that is shipping sand and gravel is going to cause trouble."

Mr. Blaine: "The matter of discrimination between competitive and non-competitive points was called to the attention of the Commission on several different occasions. On each occasion the Commission stated to the complainants that we would like specific instances where the discrimination existed. In no instance were they able to tell us or point out to us where there was discrimination that they had full knowledge of, only rumors. After several of these matters had been laid before us we concluded the best thing to be done was to hold a conference down here where the shippers and railroad companies might be brought together.

"I wish to say that one company here today, one mill company, has made a statement showing that they were getting some 50 per cent of the cars that they demanded and on several different occasions we have been told that that company was getting at least 100 per cent. I am inclined to believe what was stated by their representative on this occasion that they have received practically no more cars than other companies.

"I am surprised—I think we are all surprised—here to find from the statements made that there has been as little discrimination as the facts indicate. Probably it is best, as the Interstate Commerce Commission has declared, to leave these matters largely in the hands of the local agents and so far no fault has been found here today with what any local agent has done in this community. I cannot see that the higher officials of the railroads have interfered in any way, so that there has been no marked discrimination practiced anywhere. If we can believe what has been stated to us today, even the city of Seattle was receiving no marked advantage over the districts in the western portion of our state.

"You were not called here with a view of our Commission laying down any rule, for this would not be the kind of a meeting at which we could lay down a rule, but we have conferred together I think for a good purpose and if you people catch the situation as we catch it, I think one with another will go home pretty well satisfied with the conditions existing.

"If you have reason in the future to think that what has been said here today is not the truth, this Commission will of course be glad to hear from you further. I judge that none of you would ask this Commission under the circumstances to undertake to disturb the condition that now exists. If there are any here that think we ought to proceed further than we have proceeded, we would like to hear from you. If not, I think we are all agreed that the necessities of life should have a preference over shipments of lumber."

Mr. Yeomans: "Personally, I would like to thank the Commission and the railroad gentlemen, too, for coming down here and talking the matter over with us, feeling, I believe, that we all have a better understanding of the car situation than we did before and I think that it has been time well spent. So I again thank you gentlemen and all the rest of them for coming here."

Mr. Lewis: "Would it be possible, Judge Reid, from your records, to take up a particular complaint of a locality, for instance, Mr. Yeomans' locality, and check that on your records to see if there is really any discrimination existing?"

A. "Perfectly easy to do that."

Mr. Yeomans: "There was one point perhaps slightly overlooked in speaking about the discrimination, that is there being no discrimination in Anacortes. Those people were looking after it. The thought of us people on the branch down there was that possibly Seattle or Ballard, a locality which necessarily we know nothing about, as the car distribution, was getting a very much greater percentage than our district quite remote from there. We had no way to find that out except through a meeting of this kind."

Mr. Reid: "I am very glad to have been able to respond with that information that the percentage on the Seattle and Tacoma divisions was just a difference of 1 per cent, one 46 and one 47 per cent, showing that we are not giving any advantage to the point where the cars are made empty. The only time that the people have that advantage is these flour mills, that is small, only a few cars, but they take and load the car before we get a chance to haul it away, and I suppose they will always keep on doing it. We cannot make them unload it. They won't do it. A car goes on loaded with wheat. They pinch it through themselves and load it with mill feed and flour, etc., and instead of getting an empty car we have a load."

Mr. Pease: "I make a motion that we thank the Commission for calling this meeting here today and express our appreciation to the railroads for the way in which they have handled it."

Mr. Blaine: "We thank you, gentlemen."

Conference concluded.

NOTE.—We regret that through a misunderstanding our stenographer did not get a complete record of all that was said at the conference, but the foregoing is clearly indicative of the scope and import of the meeting.)

INTERSTATE COMMERCE COMMISSION DECISION

(No. 5700. Submitted November 8, 1913. Decided January 12, 1914.)

BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *et al.*

REPORT OF THE COMMISSION

CLEMENTS, Commissioner: What is the proper basis of car distribution to be followed in times of car shortage is the question presented by the grain growers and shippers of Iowa in this proceeding. The complaint was first brought before the board of railroad commissioners of the state of Iowa by two grain shippers' organizations of the state, the Western Grain Dealers' Association and the Farmers' Grain Dealers' Association. It was found during the course of that investigation that most of the grain traffic involved in the complaint moves interstate, and the Iowa board thereupon filed the present complaint with this commission on behalf of the two organizations which were complainants before it and on behalf also of all the other growers and shippers of grain in the state. There now develops in the present proceeding a contest of conflicting interests between the two associations named, as a result of which the Farmers' Grain Dealers' Association intervenes specially on behalf of its

members. A quotation from intervener's brief will show the reasons actuating that association in this procedure:

"The issues as finally made up now in this case are vastly different than they appeared to be when the complaints, out of which this proceeding grew, were first filed before the board of railroad commissioners of Iowa. At that time it appeared that two large associations, the Western Grain Dealers' Association, represented by Mr. Wells, and the Farmers' Grain Dealers' Association of Iowa, were both contending against the railroads for alleged unfair discrimination and practices in the furnishing and allotment of equipment between stations and between shippers at the same station. As the issue now is, the Farmers' Grain Dealers' Association is contending against the carriers and against the Western Grain Dealers' Association, which has signified its satisfaction with the carriers' rules which it formerly alleged to be in discrimination of its rights. It was the apparent insincerity of the Western Grain Dealers' Association in the prosecution of its complaint which induced the Farmers' Grain Dealers' Association to ask leave to intervene in this proceeding."

The present complaint alleges that the carriers' equipment is inadequate at times to properly handle the grain traffic of the state, which condition results in a car shortage; that their cars are not distributed equitably between stations, particularly junction points, and frequently local points being unduly favored and that they unduly discriminate in the furnishing of cars between shippers or elevators at stations. It was agreed at the hearing that the complaint of inadequacy of equipment of the different defendant lines, as one of the issues to be passed upon in this proceeding, shall be considered as withdrawn.

The matter of first importance urged is the alleged undue discrimination between shippers at stations; second in importance to this is the question of alleged undue discrimination between stations.

There seems to be in Iowa at present no specific rule for the distribution of cars for grain in times of car scarcity. While varying somewhat in minor details with the various carriers, the general practice of all of them seems to be, broadly speaking, to distribute cars equally among shippers at stations, according to demand and the grain ready for shipment, combining in this plan the effort to keep the business of all shippers moving. For instance, if one elevator is full and another elevator at that station can continue to store grain as received from the farmers, the effort is to open the closed elevator to the extent that a reasonable preference in car supply to it will accomplish the purpose. If both or all of the elevators at the station are full, the cars are distributed equally to elevators or shippers as needed for grain on hand ready to ship, without regard to the past relative requirements of shippers in times of plentiful supply of cars. The members of the Western Grain Dealers' Association, generally speaking, are satisfied with the present system if impartially administered. The members of the Farmers' Grain Dealers' Association, however, who operate elevators on the cooperative plan, want the practice changed by the promulgation by this commission of a rule under which cars shall be apportioned in times of shortage according to past performance in shipments tendered by individual shippers or elevators over a given period, say six months or a year; that is to say, if in the immediately preceding period agreed upon one shipper or elevator has used six cars as against two used by his competitor at that station, he should continue to receive that proportion of the total number of cars available to that station during the period of shortage, regardless of the amount of grain he may have on hand ready to ship at that time. The

large shipper by past performance would therefore receive three or four available cars at his station when equipment is scarce, although his competitor may have as much or more grain ready for shipment at that station at the time as he has.

The proposed change would be of substantial benefit to the cooperatively run elevators. There are about 220 of these in the state that are members of the intervener association, each having from 130 to 300 shipper members. They are not operated primarily for direct financial profit but more particularly in the interest of economy in marketing the grain of their shareholders, the profit that would otherwise go to the middleman-independent elevator being returned to them as dividends from the venture, the plan enabling them also to receive higher prices for their grain. With 80 cooperative elevators which are not members of the association named there are a total of about 300 such enterprises in the state, distributed usually only one to a station. The total number of elevators embraced within the Western Grain Dealers' Association is about 600. The others that go to make up the total of 1,200 to 1,500 elevators in the state are not associated with either of these organizations. Where in operation the cooperative elevators are said to do on the average from 60 to 75 per cent of the total grain business at their stations. It is therefore desirable to the stockholders of the latter to see that the larger average proportion of the cars that come to them in the seasons of plenteous supply shall continue during the shortage period. In this connection attention should be directed to the fact that from 25 to 30 per cent of their purchases are from farmers who are not members of their association or shareholders in any cooperative elevator. And therefore have for shipment grain which is open to the competition of the rival grain buyers at the various stations.

All parties to and interested in this controversy recognize the difficulties that confront any attempt on the part of the commission to prescribe a specific rule to govern the distribution of cars during the periods in question. The cooperative elevator interests concede that a rule framed on the basis advocated by them would probably have to be subject to exceptions, but these they regard merely as necessarily incidental to definite rules of practice generally. Particularly, defendants suggest, would it be necessary to provide by exceptions in some way for the track buyer of grain or for a recently started elevator, or for the individual new shipper, none of whom has any record of past performance for the required period as a basis for his immediate demands during the shortage period. Whether the practice of rating based on past performance, once established, would not tend to create during the shortage period a monopoly of the grain-buying business in favor of the cooperative elevator because of the farmers who bring grain to the station being compelled to sell it to the elevator with the assured preference in car supply in order to secure its expeditious handling to market is another question raised of record.

We had a similar situation to this presented in connection with the orange traffic from California. There cars were apportioned in times of shortage on basis of the "crop-holding rule" which took into account the number of carloads of fruit on the trees as the principal factor. The Southern Pacific Company sought to supplant this with the "house rule" which made the basis of apportionment the number of carloads in the shippers' warehouse ready to be loaded. There we said:

"We cannot hold that the 'house rule' works discrimination and subjects the carriers to condemnation under the provisions of the act to regulate com-

merce. That such rule is not the best which could be put into force seems to be the view of the Southern Pacific's officials, as well as those of the Santa Fe. As a matter of fact, the 'house rule' never has been rigidly applied by the Southern Pacific, nor has the 'crop-holding rule' been lived up to by the Santa Fe. There must, because of the nature of the traffic, be flexibility in any rule that is put in, if due regard is to be paid to the interest of the shipper, whether he be jobber or grower. Insistence by the railroad that the oranges shall be in the packing houses when the cars are apportioned between shippers will necessarily lead to the picking of large quantities of fruit that will decay before being moved, or will force the grower to withhold his shipments altogether and lose the benefit of the market.

"On the other hand, the jobber who buys the product of an orchard should not be limited by the railroad, in his right to market that crop as he sees fit, by a method of car distribution which gives him no greater car supply than a grower who does not wish to sell his crop at that time. The 'house rule,' when rigidly enforced, tends to embarrass both shippers and carriers by drawing into houses traffic that cannot be moved. The 'crop-holding rule' if strictly followed, tends to exclude from shipment traffic offered and ready to move and to fix arbitrarily the equipment which may be placed for a shipper irrespective of his needs. Throughout the record, which is extensive and represents fully the practice of all carriers and the criticism to which each rule may be subjected, there is confession that neither rule may with entire fairness be applied by the carriers under all conditions.

"The one proposition which the complainants herein present with apparent confidence in its conclusiveness may be summarized in this question: If we have 50 per cent of the oranges to ship at a certain station, why should we not have 50 per cent of all cars which the railroad may be able to furnish at a time of car shortage?

"The weakness of this position is revealed by the further inquiry: How were complainants bound, or how may they be bound, to load 50 per cent of the equipment furnished each day at that station, and what limitation, mechanical or other, is there which prevents the petitioners from offering more than 50 per cent of the available supply of oranges on any one day? The oranges are on the trees ready for picking. There is no physical limitation upon the supply which may be offered at any time.

"The whole situation is one which it does not seem to us can be dealt with by any fixed, arbitrary, and inelastic regulation. The carrier must accept responsibility of carrying freight offered for shipment. We cannot protect a carrier by the installation of any rule against such responsibility and attaching liability. Such rules as are enforced are not published and filed with the commission; they appear to be mere rules governing agents in times of emergency; and if such rules were filed we do not understand that the carriers would thereby be protected against a failure to furnish equipment for freight offered. Therefore, we shall make no order in this case, for the reason, as above stated, that the 'house rule' does not seem to be unduly discriminatory and therefore obnoxious to the act, although it appears from the voluminous record in this case that the 'crop-holding rule' as modified and suspended from time to time under the practice of the Santa Fe, more perfectly tends to the satisfaction of shippers and carriers. *California Fruit Growers' Exchange v. So. Pac. Co.*, 12 I. C. C. 553, 559, 560."

We think these findings are applicable in principle to the conditions in the

grain trade here brought before us. They recognize what we deem to be the controlling feature in the distribution of these cars for grain, that the final decision of the station agent must be the determinative word in the solution of these problems, in the numerous emergency cases that will inevitably arise in actual practice. That discretion, it would seem, would have to be widely exercised in any scheme of distribution under definite rules unless the rule itself by its very inflexibility to fit occasions is to be permitted to work the identical alleged inequalities which the attempt is now being made in this proceeding to remedy. The situation is such in the emergencies that will call for this discretion, no two of which will be exactly alike in all their circumstances, that no attempt should be made by us to substitute a new rule or practice unless we can be reasonably assured that the situation will as a whole be materially improved. If the rule of apportionment on basis of past performance must yield, and as frequently, to the occasion as does the present plan, there would seem to be no reason or warrant for the change.

The shippers of Iowa themselves as a body are by no means agreed upon the proper plan of distribution. The former secretary of the Western Grain Dealers' Association testifies that he sent out between 700 and 800 inquiries on the general question. About 100 replies were received, of which only 17 gave answer to the request for specific recommendation. Five of these favored equal distribution among shippers regardless of business, eight with reference to visible business, and four on past record of comparative shipments. Four of the visible business, one of the equal distribution among shippers, and two of the past performance advocates were shareholders in cooperative elevators.

Counsel for complainants in their brief express no specific preference other than for a composite rule with features of each plan, present and proposed. that has been referred to:

"In view of the diverse suggestions made by shippers as to the preferred method of distribution of cars at stations between the various shippers at those stations, it is not easy to suggest any rule that could be made universally and equitably applicable. It would seem, however, that some rule might be made providing that, during periods of car shortage, cars should be apportioned to shippers of grain at a station upon some well-defined basis, in order that shippers might understand what they had reason to expect in the matter of distribution of cars when there is a shortage, and in order that the agent of the railway company might be guided in the distribution of such cars. That there is no unanimity among the Iowa shippers as to what particular rule they would prefer is evident from the testimony, but that some rule should be established is self-evident.

"It is our belief that during periods of car shortage cars should be apportioned to shippers of grain at a station on the basis of grain actually ready for shipment, whether such shipments are to be made by producers, track buyers or elevators. But in the formulating of such a rule there should be taken into consideration not only the grain on hand, but that which might be ready for immediate loading and shipment. In arriving at a proper ratio or apportionment as between shippers, past experience should also be taken into consideration, although it might not be considered the controlling factor.

"Each of these three propositions should be applied to the individual shippers, and upon these bases they are to receive of the available cars their fair and just proportion or ratio; and while in the final analysis, it will probably be that the agent at each of these stations must make the allotment as between

each of the shippers, yet in the doing of this he must observe and follow the rules and requirements as prescribed by this commission. The dispatcher must distribute to each of the stations its proper ratio of the cars available, as the needs of the station require, such needs to be determined by the same general requirements as indicated above. There must be no discrimination as between stations, but they must each receive their just proportion. We believe that with some well-defined principle announced there would be little disposition on the part of the shippers or agents of the carriers to disregard it.

"Regarding the details as to the methods or means of ascertaining the facts upon which the equitable distribution is to be made, we are unable to make any other suggestions than that the carriers be required to keep such record or statistics concerning each station that they may have knowledge of the needs of each of the stations and shippers at such stations, and be enabled to determine a proper and equitable distribution."

Representatives of the cooperative interests who were asked repeatedly at the hearing to state their proposal in the form of a concrete rule practically admitted their inability to frame a rule to suit all or most occasions. Asked to suggest the principal requirements of such a rule, their counsel states:

"I presume to say that they should distribute the cars to the different dealers at a given station in accordance with the capacity of those different elevators at that station, measured by their needs and their requirements in a normal time, or at normal times, at different periods or for one period at a time, for six months perhaps or maybe for a year, maybe for two years, depending upon what the testimony in this case develops to be a reasonable method for determining a rating of a shipper.

"With reference to exceptions, I presume the rule should provide that where a new buyer offers grain for shipment that he should be assigned cars summarily and arbitrarily until he has made a basis entitling him to a rating. In fact, some arrangement should be made for exceptions along the line of the coal cases that have been heard before the Interstate Commerce Commission.

"With an elevator the capacity of a farmer's house might be 20,000 bushels, but under this pleading capacity has no reference at all to the grain business. The capacity is not measured by that at all, because you will find that some of the smaller houses throughout the year, in normal times, have a greater amount of shipments than the others. There are lots of instances of that kind in this transcript. * * * If a new man embarks in that business * * * arbitrarily assign to him cars until he has established some sort of capacity for himself as a steady shipper. (This arbitrary assignment to be far) as long as this grain is being offered presently each day, but it must not be for grain that he only bought and hoarded up for shipment when the other man could not buy a bushel. (The question over what period of his status would be determined) would be determined by whatsoever business he did. It might be for six months or it might be with the exclusion of what he did during a car shortage time. It might be because he had built a big warehouse or rented the place. No two of these cases would be exactly alike. (The commission would frame a rule to take care of such a condition as that) by absolutely arbitrary assignment. His rating might not altogether be determined by the amount he shipped during the car shortage period, the amount he had to offer during that period. The rule would possibly provide as I stated here that cars shall in such instances be assigned arbitrarily, and the judgment of the agent would

possibly be the only instrument by which that carrier could distribute. * * * I said in case of a track buyer who offers presently stuff to be shipped, as common carriers, if you have the equipment and can give it to him you are bound to do it. * * * The common law requires the carriers to carry all stuff within reason and to the ability of their equipment, as offered, and in the order in which it is offered."

In their brief interveners suggest that—

"A rule for rating a shipper of grain must be founded upon the same general principles as a rule for rating a shipper of coal. Capacity to use cars is the determining thing in both cases. All of the rest is the method of measuring capacity. * * * There is no reason for undue apprehension concerning exceptions which may and will arise under any rule. There is hardly a statute or a rule which has not attached to it a proviso. The rule asked may provide general exceptions. When the unusual exception arises then is the time to take care of it, as in all such cases."

It seems to be apparent from the attitude and expressions both of complainants and interveners and from this record in general that any attempt at substantial change in the present method of distributing grain cars throughout the state of Iowa in times of car shortage would be of doubtful propriety. These periods of car stringency present exceptional cases of emergency and must, in their very nature, be dealt with specially as they arise, and we can not upon this record suggest any specific rule that will take care of the situations presented by them better than under the present general practice, which has for its foundation only what is fair and proper under the facts of each case.

The same contention is made in this case as the complainants urged in the Orange case, *supra*, with respect to the alleged analogy of the grain traffic with the coal traffic in the rating of mines, and we must dispose of it in the same way. While the output of a mine may vary from day to day, or month to month, the coal is in the mine, in known ownership, ready to be moved as fast as it can be mined and loaded to meet the demand. The analogy would exist as to grain if it had already been purchased from the different shippers and was in the elevator ready to be tendered to the carrier. But in the present case, as a matter of fact, the condition is different because of the fact that during these periods of car shortage the grain is not already bought and in the elevator, but is being constantly purchased from the farmers contiguous to the station under competitive bids of the rival buyers. The situation as to the grain being ready for shipment and dependent only upon the supply of cars and the demand of the consuming public is therefore not the same as in case of the coal traffic and can not, we think, be treated in the same way. And, as we said in the Orange case, at page 560:

"The railroad could be swamped with tendered fruit if it were the policy of the shippers to embarrass the carriers. For this reason the analogy as to coal-carrying roads can not be carried out as to the traffic here involved. Coal roads in time of shortage may distribute equipment in proportion to the capacity of the mines to deliver coal, measured by their tippie capacity. A mine can not in good faith ask for more cars than it can load, no matter how great the volume of coal it can theoretically or actually mine. The railroad, by testing the ability of a mine to load cars, has an absolute standard of the mine's capacity from a transportation standpoint. But in the case of oranges the amount to be loaded varies, or may vary, from day to day with the judgment

or caprice of the shippers, which may lead them to ship much one day and little another. If orange shipments were regulated automatically, as coal shipment is, there would be no difficulty in applying the 'crop-holding rule,' but manifestly such is not the condition, nor a possible condition, upon which the commission would be justified in basing an order."

Counsel for intervener association, which advocates the past performance rule, recognizes that it is the duty of carriers to transport freight in the order of its tender to them ready for transportation and in any attempt at framing a definite rule of car distribution due regard must be given to this requirement. We are not prepared to hold as a matter of law that the commission would be justified in requiring or permitting carriers, in times of car shortage, to give to one shipper, who has not at present, but judging from his past performance probably soon will have, grain ready for shipment, preference over another shipper who, regardless of his past volume of business or future prospects in that respect, now has grain already bought and at the station ready to be moved.

Considering the whole record, we think that, as stated in the Orange case, *supra*, "the whole situation is one which it does not seem to us can be dealt with by any fixed, arbitrary and inelastic regulation." We shall therefore make no further finding, except to suggest that the discretion left with the station agent, which we speak of here, can not be considered to be an arbitrary one to be exercised without due regard to the requirements of substantial justice in each case, but is one which is subject in its exercise to all the provisions of the act, which seek to promote equality between shippers and prevent undue preferences and discriminations. It follows that the carriers should exert every effort to see that their present practice in apportioning cars in times of shortage is administered upon an impartial basis by their agents. The cars should be distributed as nearly as practicable in accordance with the grain offered for shipment day by day and ready for loading within the free time under the demurrage rules regardless of past performance and regardless of whether such grain is in elevators or elsewhere. For the reasons given and for others too obvious to require specific mention of them, no such rules as properly apply to coal can be properly applied to grain. But the end to be attained is the same in each case—that there shall be relative equality in the distribution of such cars as are available, first, as between shipping points, and second, as between individual shippers at each of such points.

We find equal difficulty in connection with the question of establishing a definite rule for the apportionment of cars between stations. It may be that cars are sometimes distributed inequitably at junction points by some of the carriers, but it seems to us that such questions can be better dealt with in the specific instances in which they may arise. The complaint of undue discrimination against local stations as compared with junction points seems also to be too general in its nature to be covered by any definite findings in this proceeding.

An order will be entered dismissing the complaint.

The foregoing investigation convinces the Commission that those in our state vested with the distribution of cars have upon the whole acted fairly and that no intentional discrimination has been practiced.

Upon the other hand we do not overlook the serious condition which exists in the eastern portion of our country, which if not corrected will bring on domestic troubles more grievous than foreign matters which now engage the attention of our officials.

THE PUBLIC SERVICE COMMISSION
OF WASHINGTON.

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STATE OF WASHINGTON

STATE OF WASHINGTON

Eighth Annual Report


OF THE

Public Service Commission OF WASHINGTON

TO

THE GOVERNOR

**COVERING THE PERIOD FROM
DECEMBER 1, 1917, TO NOVEMBER 30, 1918**

OLYMPIA
FRANK M. LAMBORN  PUBLIC PRINTER.
1918

**THE PUBLIC SERVICE COMMISSION
OF WASHINGTON.**

E. F. BLAINE, Chairman.

**ARTHUR A. LEWIS, FRANK R. SPINNING,
Commissioners.**

J. H. BROWN, Secretary.

Olympia, Dec. 1, 1918.

Our Roll of Honor

Following is a list of the employees of the Commission who resigned their positions to enter the service of the United States in the Army or Navy:

THOMAS E. PHIPPS

Chief Engineer

HERBERT J. FLAGG

Assistant Engineer

JOHN H. FLETCHER

Assistant Engineer

E. L. VAN EPPS

Assistant Engineer

H. J. WIGGINS

Statistician

RAY DALTON

Tariff Clerk

PAUL STEBBINS

Tariff Clerk

LETTER OF TRANSMITTAL

Ernest Lister, Governor of Washington:

We herewith transmit to you the annual report of the Public Service Commission of Washington, for the year ending November 30, 1918.

The last two years have not been pleasant ones to the members of this Commission. The only satisfaction that the Commissioners can have is the thought that they have been conscientious in the discharge of their duties. So far as we are informed not a single public service commission in the United States has escaped censure during these troublous times and some of them are hopelessly demoralized. Probably most all commissioners will find solace in the thought of Abraham Lincoln when in his first inaugural address, speaking about judges, he said:

"It is a duty from which they may not shrink to decide cases properly brought before them and it is no fault of theirs if others seek to turn their decision to political purposes."

To a certain extent the Interstate Commerce Commission has been set aside by the acts of Congress and its usefulness greatly impaired, but we question not but the Interstate Commerce Commission will be re-established in its pristine jurisdiction and continue to be a regulatory body and fruitful in the protection of both the rights of the carrier and the shipper. Never during the history of the Commission has a greater effort been made to expedite investigations and hearings than during the past year. The result has been that not only has current business been promptly cared for, but in addition a large number of cases undetermined at the beginning of the fiscal year have been disposed of by decisions. The docket shows the entry of an even two hundred new formal cases, while formal orders were entered in 274 individual cases, and in a number of instances two and even three formal orders were prepared and entered in a single cause. Among the more important older cases wherein orders were entered were those involving valuations where the services of expert engineers and accountants had been employed for months and months. Chief of these was the valuation of the \$16,700,000 properties of the Washington Water Power Company, the most extensive valuation proceeding ever before the Commission. Valuations made also included those of the principal steamboat lines operating on Puget Sound as well as of a number of the other utilities.

Work on the "rate, traffic and switching charge study relating to common carriers operating in the state," authorized by chapter 200, Laws of 1917, has been practically completed and the results will be ready for submission by the time the coming legislative session assembles. The task was inaugurated by the traffic department and progress made was reported in the previous annual report of this Commission. The services of R. H. Thompson, civil engineer of Seattle, were secured. Under date of November 20, 1918, he made the following report of progress:

STUDY OF TERMINALS.

In the month of October, 1917, I was requested by your Commission to make an investigation of the terminal railway conditions obtaining at the ports of Puget Sound, and to report to you concerning the handicap, if any, under which the industries and shipping interests of the ports of the Sound are compelled to labor by reason of the lack of co-ordination between the several railways, and to report to you the best method of bringing about improved conditions which might result in economy and profit both to the railways and to the industries and shippers, and thus tend to build up the commercial importance of Puget Sound.

The making of this report has required careful and painstaking investigation into the actual conditions obtaining at each port, analyzing so far as possible those conditions which were favorable, as well as those which were unfavorable, to the prosperity of the district. The study also required a comparative investigation into the conditions affecting other territories, such as have tended either to retard or to aid in their upbuilding and development; so that I might be able to represent to you in detail those changes and new conditions and constructions which ought to be made in public interest, if any were found necessary.

In the month of July, 1917, your Commission had made a very thorough investigation of the railway switching and delivery situation as it then existed in the city of Seattle, and a full and complete report of your exhaustive labors at this point was furnished me.

About two months after I undertook this work the management of the roads passed into the hands of the United States Government, and from that time to the present there have been multifarious proposals of changed conditions, with all of which proposed changes it has been necessary to keep in touch. The magnitude of the changes made in previously existing conditions have after all proven to be almost as nothing when compared with the threat, but the danger of radical changes being made, and the threat of overturning, rearranging and disarranging all the heretofore established methods of procedure has made a satisfactory completion of a report a most difficult undertaking, and has kept an air of uncertainty overhanging the entire railway situation.

Nevertheless, we have continued unremittingly in the study of conditions and betterments, looking to the establishment of a system which would result in the greatest benefit to all.

At the beginning of the work I took up a discussion of the whole matter with the presidents and chief engineers of each of the railroads reaching the Sound, and received most courteous treatment from all concerned. Arrangements were made for a conference to be held early in February; but this conference was not held because of the fact that prior to the time at which it was to have been held the roads passed into the hands of the government.

Again, the placing of the roads in the hands of the government made the work much more difficult than it would have been, owing to the fact that many of the oldtime officials were removed from their regular positions, and those appointed in their stead have never known the full extent of their authority nor the ultimate purpose of their superiors; and the work on the part of the railway officials during the year has of necessity been carried on very largely in the dark, each man groping his way aided by such light as he could find to guide him.

In my studies of the situation I have attempted to get a clear understanding of the conditions influencing the growth of many of the ports in the country. I have attempted to carefully analyze the conditions surrounding and affecting the ports of New York, Boston, Montreal, Philadelphia, Baltimore, and the cities on Hampton Roads (including Norfolk, Portsmouth and Newport News), Charleston, South Carolina, New Orleans, Galveston, Los Angeles, San Francisco, and Portland, Oregon, as well as the conditions influencing the growth and prosperity of Minneapolis, St. Paul, Chicago, Detroit and Cleveland.

I have personally visited practically all of these cities, and have gone much more into the detail study and analysis of their development than it will be needful to include in any report.

My report is now being formulated, and I hope that I shall be able to submit the same by the 20th day of December, together with my recommendations as to those steps which should be taken to benefit Puget Sound.

BEFORE INTERSTATE COMMISSION.

One of the principal duties of this Commission is to represent the shippers of the State of Washington before the Interstate Commerce Commission. This duty we have discharged as follows:

On August 9, 1917, section 15 of the act to regulate commerce, was amended so as to provide that:

"Until January 1, 1920, no increased rate, fare charge or classification shall be filed except after approval thereof has been secured from the commission (Interstate Commerce Commission); such approval may, in the discretion of the commission be given without formal hearing, and in such case shall not affect any subsequent proceeding relative to such rate, fare, charge or classification."

The above amendment of the fifteenth section meant that the approval of the proposed increase of the rate, fare, charge or classification must be secured by the carrier before the tariff containing such increase was filed with the commission.

The Interstate Commerce Commission in its rulings on practice and procedure provided that requests for such approval might be made by initial carriers or their agents by application to the Interstate Commerce Commission and forms for such application were outlined in a circular to carriers.

No provision was made in the act nor in the rules and practices of the Interstate Commerce Commission whereby interested parties might be advised of such proposed increase in rates.

Prior to the enactment of this amendment the law, and rules and practice of the Interstate Commerce Commission were such that tariffs should be filed thirty days in advance of their taking effect. Agents of the carriers at interested points were furnished with copies of such increases or changes in rates, fares or classification, and in this manner the public was advised of the proposed changes at least thirty days prior to their becoming effective. The rules and practice of the commission provided, and the law permitted suspension by the Interstate Commerce Commission upon complaint, of proposed increase until such time as the Interstate Commerce Commission could determine the reasonableness of the same, and the burden of proof was upon the carrier.

The Interstate Commerce Commission, unless protest was made against the rates, permitted the same to become effective on the date named in the tariff without either approval or disapproval by the Interstate Commerce Commission. The practical effect of the amendment to section 15 of the act effective August 9, 1917, was that the Interstate Commerce Commission must take positive action upon all increased rates, fares, charges or classifications, and having taken such action the burden of proof was shifted from the carriers to the complainant as to their unreasonableness or discriminatory effects. The shipper to a large extent was in ignorance of the proposal of the carriers to make increases until after the Interstate Commerce Commission had given its approval, and consequently the complainant was at the disadvantage of

having to convince the Interstate Commerce Commission that its ruling was in error. It is true that the Interstate Commerce Commission used every effort to advise the public of the applications of the carriers, but these efforts were entirely confined to the known large shippers whose interests in such matters were being looked after by traffic managers in their employ. The small shipper, although as vitally interested in proportion to his business as the others, was at a disadvantage in that he received no notice until after the rates or charges, etc., had been approved by the Interstate Commerce Commission.

The Interstate Commerce Commission in its endeavor to reach the public adopted a plan of briefly advising state commissions of proposed changes, relying upon said commission to so advise the shippers. Necessarily the information contained in the abstract furnished by the Interstate Commerce Commission was of the briefest character, and it soon became evident that shippers could not be properly protected, largely due to the meager information contained in the circulars of the Interstate Commerce Commission.

REPRESENTATIVE AT WASHINGTON.

November 17, 1917, the Commission directed its rate expert, Mr. O. O. Calderhead, to proceed to Washington, D. C., and furnish the commission with detailed information of applications to the Interstate Commerce Commission for increases of carriers affecting the shippers of the State of Washington, so that such information could be given in time to permit protest being filed when desired; the Public Service Commission realizing that the distance from the State of Washington to Washington, D. C., was such as to preclude the possibility of satisfactory explanation of details being furnished by the ordinary process of business correspondence.

Upon Mr. Calderhead's arrival at Washington, D. C., he called upon the members of the Interstate Commerce Commission and the secretaries of the various departments advising them of his purpose, stating also that he was there to furnish them with any information that he possessed concerning local conditions in the State of Washington, and that he would be glad to place himself at their disposal at any time suiting their convenience. This was apparently appreciated by the Interstate Commerce Commission and its employees, and he was constantly called upon for information concerning transportation problems affecting the State of Washington. He made daily reports to this commission, giving details of applications for increases made by carriers, and advising to the best of his knowledge all interested shippers and commercial bodies.

Upon his arrival in Washington he found that the proposal for increased express rates was a subject to be heard almost immediately by the Interstate Commerce Commission, and for the greater part of the month of December his time was occupied in compiling statistics for presentation to the Interstate Commerce Commission concerning operating conditions of express companies in the Northwest.

On December 26, 1917, the President, by proclamation, assumed control of the railroads of the United States. In January, 1918, by general order the

director of railroads, appointed by the President, sought to increase demurrage charges, having in view the release of equipment which was being used for storage purposes. Due to misunderstanding on the part of the various carriers the intent of the order of the director general was not complied with by all carriers alike, and for a period of thirty days our efforts were directed towards securing a proper filing of tariffs, in order to secure the increases effective alike at all points. Without attempting to go into details as to specific instances and results, will say that Mr. Calderhead's time was fully occupied in making daily reports of proposed increases and furnishing the information to the officials of the Interstate Commerce Commission as to transportation problems brought to their attention by the shippers of the State of Washington. By the end of the month it had become apparent that the adjustment of wages made by the federal authorities would necessitate a large increase in rates, and that further applications under the fifteenth section as amended August 9, 1917, would probably not be made, but that a general advance in rates would be attempted, in accordance with the authority conferred upon the director by the act of congress, March 18, 1918. As the director had assumed entire control of operation and it was publicly stated that a general advance in rates would be made, but that minor advances would be held in abeyance, Mr. Calderhead's work in Washington, D. C., appeared to be completed and accordingly he returned to the State of Washington. The anticipated increase in rates by the director became effective June 10, and June 25, 1918, respectively passenger and freight, and resulted in a general complaint being filed with the Public Service Commission relative to the increases on fish, fruits and vegetables, canned goods, apples, etc. As no statistics had been furnished the Public Service Commission covering the relative operation under federal control, and as it was felt that the 25 per cent increase placed an undue burden upon the products of the Northwest as against their competitors in eastern markets where our products met, it was necessary to send Mr. Calderhead again to Washington, D. C., to prepare such statistics and data as would enable the Public Service Commission to properly present its case on behalf of the shippers of this state to the Interstate Commerce Commission. For more than a month he was occupied in compiling statistics from the records available at that point; returning to Olympia early in September for the hearing of the case before a member of the Interstate Commerce Commission at Portland. In passing it might be well to say that originally this case was set for hearing at Washington, D. C., but Mr. Calderhead pointed out to the Interstate Commerce Commission the cost of such proceeding to the shippers of the state in traveling so far to appear before the Interstate Commerce Commission, and that body upon his showing directed one of its members to proceed to the Coast and the hearing was therefore held at Portland. This case was the first to be heard after federal control had become effective. As a matter of fact, there was considerable doubt in the minds of the members of the Interstate Commerce Commission as to the proper method of procedure. It was not until early in August that conclusions were reached by that body, and the complaint of the State of Washington on behalf of the shippers was the first case filed as well as the first heard. After hearing the protests of the shippers at Portland it was deemed advisable by the Interstate Commerce Commission to adjourn

the hearing to Washington, D. C., for the purpose of taking additional testimony at that point. After Mr. Calderhead's arrival in Washington, D. C., and prior to the taking of this additional testimony a compromise was suggested by the railroad administration granting certain concessions in the movement of apples, to become effective at once; it appearing that in the ordinary course of procedure no decision in the case could be reached by the Interstate Commerce Commission for a period of from three to five months, and that during that period the entire apple crop of the Northwest would be marketed, and that no relief could be secured for the shippers of vegetables and canned goods prior to that time, it was finally agreed by the shippers that it would be advisable to effect a compromise, and dismiss the complaint without prejudice before the Interstate Commerce Commission.

COMPROMISE IS SECURED.

Before dismissing the complaint a thorough understanding had with the railroad administration that an adjustment of the 25 per cent increase affecting the rates to and from and within the State of Washington would probably be asked for by the first of March, 1919. The reasons, as understood by both the railroad administration and this commission, were that while nothing definite could be stated as to the termination of hostilities, there was a strong possibility of the coming of peace within the next few months, and that immediately following, an adjustment of rates would become necessary; also the general effect of the increases ordered by the director general could not be ascertained prior to the compiling of statistics for the year ending December 31, 1918, and these figures would be necessary before an adjustment of the unreasonable increases placed upon the shippers of this state could be ascertained; that the movements of the products of the state would be pretty well accomplished prior to any decision the Interstate Commerce Commission could reach, and the figures then available were not sufficient to admit of an intelligent readjustment.

It was with this understanding that this Commission consented to a compromise in order to prevent unnecessary loss to the apple industry, without securing similar concessions on other commodities equally entitled to consideration. This Commission felt that any decision the Interstate Commerce Commission might make on the evidence submitted would require further evidence and further consideration at the time peace was declared, before an equitable adjustment of rates could be determined.

In keeping Mr. Calderhead for the greater part of the year at Washington, D. C., the state has received in benefits many times the outlay necessary for his salary and expenses, and it is probable that in future a closer touch with the federal authorities will be necessary, in order that this state, being so far away from the central authority may not be overlooked or injured through ignorance of local conditions, that should be presented immediately upon the various questions arising affecting the prosperity of the shippers of the Northwest. A closer co-operation as between the federal authorities and the state commissions in the matter of questions involving transportation and other public utilities will undoubtedly be one of the results incident to the limited war measure federal control, and Mr. Calderhead's work of the past year

demonstrates the desirability of having some one familiar with local conditions and the personnel of the federal departments to represent the state at Washington, D. C., where he can be in immediate touch with the federal authorities, in order to promptly advise this Commission of contemplated changes, and so protect the many industrial interests of the Northwest.

During the past year the Public Service Commission of Washington and its office staff have not been idle. A multiplicity of matters has been presented for our decision and determination, and we believe that in summing up our activities, a fair balance may be found which will show that our efforts have not been in vain in judging between rights of contending parties. In the last year we have rendered formal opinions, all subject to appeal to the courts of this state for the correction of errors. Of these cases four appeals have been taken from our decision and only in one instance has the Commission been reversed. That is a case where reparation was granted to a shipper, and the superior court of Thurston County set aside our order and the case is now on appeal to the supreme court.

INVESTIGATE HIGHER RATES.

Owing to the increased prices of both labor and material, the utilities in the main have been under the necessity of calling for higher rates. We have been watchful of tariff increases and in many instances on our own motion, have sent out our engineering accountants that we might be properly advised in the premises and check any attempt at over-reaching. Many of these proposed increases were challenged by interested parties, and where so challenged we have not deemed it of public interest to rely only upon the testimony that might be offered by the utilities and the necessary general information of the challengers, but have made investigation of our own by competent men experienced in that line of work and faithful to the State of Washington. Probably the best proof of their faithfulness lies in the fact that few appeals have been taken from our decisions which, of necessity, must to a considerable extent rest upon the detail work of the expert employees of the Commission. If we are not to rely upon their efforts, then the appropriation of thousands of dollars each biennium for their employment is a waste of the people's money.

The first adverse criticism of this Commission grew out of the four-cent fare case in Seattle. In that proceeding the utility made proof through one of its general officers as to its investment being in round numbers \$15,000,000. The Commission was criticised for accepting this testimony as to valuation. The Commission prior to this time, had made a partial valuation of the property of the utility. The city which challenged the contention of the company offered no testimony. The Commission by order permitted the utility to discontinue its commutation tickets and charge a straight five-cent fare. From decision of the Commission an appeal was taken to the supreme court of the State, both courts affirming our order. Suffice it to say that lately the people of Seattle have voted to take over the property of this utility for \$15,000,000, or the amount which the general officer of the utility stated before us under oath as representing the investment.

The second case which excited comment unfavorable to us was the Seattle Gas case. Prior to the hearing of that case the property of the utility

had been valued by the Commission. Through our experts we made an investigation into the affairs of the company. We finally rendered a decision substantiating the claim of the company to an increase in revenues. We were charged with enriching the company and permitting war profits. The city not satisfied by our decision, appealed to the superior court of Thurston County, where we were sustained, and from that decision appealed to the supreme court of the state, where decision is now pending. Lately the gas company applied for a further increase of rates. Another investigation of its books was made, and the following shows their return for the thirteen months:

INCOME STATEMENT SHOWING PER CENT EARNED.

	1917				1918		
	September	October	November	December	January	February	March
Gross income.....	\$43,662 45	\$41,537 11	\$34,925 49	\$43,245 42	\$46,682 82	\$43,512 68	\$43,378 01
Less profit on merchandise sales and jobbing.....	1,153 57	1,219 64	405 64	427 96	3,607 64	1,643 86	2,189 87
Gross operating income.....	\$42,508 88	\$40,317 47	\$34,519 85	\$43,673 38	\$43,075 18	\$41,868 82	\$41,183 14
Depreciation 2.18%.....	18,261 09	18,274 49	18,287 66	18,301 56	18,316 42	18,324 19	18,333 88
Amount earned.....	\$24,247 79	\$22,042 98	\$16,232 19	\$25,371 82	\$24,758 76	\$23,544 63	\$22,847 76
Average plant value.....	\$10,052,023 04	\$10,059,398 78	\$10,066,647 03	\$10,042,406 79	\$10,080,583 68	\$10,084,466 03	\$10,091,017 70
Per cent earned monthly.....	0.241	0.219	0.161	0.252	0.245	0.233	0.226
Per cent earned annually.....	2.89	2.63	1.93	3.04	2.94	2.80	2.71

	1918						Total Thirteen Months
	April	May	June	July	August	September	
Gross income.....	\$44,967 71	045,316 27	\$46,218 96	\$35,235 11	\$38,340 17	\$41,780 61	\$543,397 81
Less profit on merchandise sales and jobbing.....	1,758 26	1,900 25	2,857 02	876 85	34 65	3,239 54	18,705 18
Gross operating income.....	\$43,209 45	\$43,416 02	\$43,361 94	\$36,161 96	\$38,305 52	\$38,491 07	\$529,692 68
Depreciation 2.18%.....	18,343 71	18,352 76	18,344 37	18,385 15	18,397 55	18,420 03	238,374 36
Amount earned.....	\$24,865 74	\$25,063 26	\$24,987 57	\$17,776 81	\$19,907 97	\$20,071 04	\$291,318 32
Average plant value.....	\$10,095,604 42	\$10,100,588 57	\$10,112,478 07	\$10,118,418 35	\$10,125,234 76	\$10,137,607 88	\$10,092,066 90
Per cent earned monthly.....	0.246	0.248	0.243	0.146	0.197	0.198	2.885
Per cent earned annually.....	2.95	2.98	2.92	2.11	2.36	2.38	2.663

We were more or less criticised in the Spokane gas rate case, particularly as to the first rate or minimum, it being claimed that the minimum was excessive and an unjust charge, particularly against patrons whose incomes are small. From an investigation which we have made in Spokane and also in Hoquiam and Aberdeen we are satisfied that if a minimum is made too low that it is shared in in about equal numbers by the well-to-do as well as by the poor, and this casts an undue burden upon the poor man who uses gas for general cooking purposes.* There seems to be no practical way of furnishing a small quantity of gas or any other commodity by a public service company at one rate to the needy and at another rate to those able to pay. Our study reveals the fact that the well-to-do man often uses the gas as a standby to either wood or coal equipment he possesses, and to put such in the class with the girl clerk and incur loss to be borne by the working man of large family who might use gas exclusively, is a proceeding, in our judgment, not commendable. We have done what we felt the statute imposes upon us by making the first rate a fair, reasonable and sufficient rate.

The Federal Government, as a part of its war program, has been solicitous that the public utilities under regulatory commissions should constantly function and in numerous ways the federal officials have appealed to the various state commission and public bodies possessing franchise authority, to allow such increase as would result in efficient service. Congress authorized the President to assume control and operate most of the transportation lines. No sooner had they been taken over than the rates upon the steam roads were radically increased, in some instances 400 per cent. The Western railroads of the United States in the 15 per cent rate case, decided on June 27, 1917, were found to be earning on their capital stock from 7.33 to 15.66 per cent, an average for all lines serving the Northwest of 11.79 per cent. When we compare these earnings with the earnings of public utilities in Washington and the increases in railroad rates with the increases allowed by this Commission, it is a noticeable fact that we have been conservative and, in no instance, have allowed anything that would smack of a war profit. In the Seattle gas case we established a rule as follows, from which we have not departed:

AGAINST WAR PROFITS.

"We do not believe in war profits. We, however, do believe in such a return to a utility where it is judiciously conceived, honestly constructed and efficiently managed that it can grant to its employees proper conditions of service, a reasonable rate of pay, maintain a good service and return a fair rate to the investors. This in its analysis is comparable with ownership by the people, for municipal ownership is but the substitution of one class of owners for another.

"We have in this case allowed the Seattle Lighting Company an increase in rates under which it may be able to earn a sum equal to increased cost of material and labor. We have not intended by this order to make it possible for this utility to return to its stockholders or bondholders one cent additional to what they received prior to war times."

We caused a study to be made during November, 1918, of the actual results following such increases as we have allowed in rates within this state, and this study shows that in no case did the increases permit an unreasonable

* Note study appearing with decision in Spokane gas case printed in full in this volume.

return to the utility except in one case, and this we deem temporary; on the contrary, the returns indicate the increased revenues resulting have been insufficient to meet the war-time increases of labor and material. However, in the last few days, prior to closing this report, information comes to the Commission of a promise of reduction in material prices under reconstruction. For the detailed study see following page.

Letter of Transmittal

COMPARISON OF RATE OF RETURN EARNED BY CORPORATIONS UNDER OLD RATES AND PRESENT RATES AS ALLOWED BY THE COMMISSION.

	Date of Order	1917			1918		
		Average Plant Value Date of Order	Months	Annual Rate of Return Per Cent.	Average Plant Value	Months	Annual Rate of Return Per Cent.
GAS							
4528	Seattle Lighting Company, Seattle.....	Oct. 31, 1917	9	2.86	\$10,137,106 98	9	2.67
4542	Puget Sound Gas Company, Everett.....	Dec. 1, 1917	10	2.30*	896,149 00	10	3.12*
4541	Tacoma Gas Company, Tacoma.....	Dec. 1, 1917	10	0.31*	1,869,364 00	10	1.26
4540	Olympia Gas Company, Olympia.....	Dec. 10, 1917	10	3.72*	134,178 00	10	1.34*
4539	North Pacific Public Service Company, Centralia-Chehalis....	Feb. 1, 1918	9	0.57	141,569 00	9	2.42*
4635	North Pacific Public Service Company, Hoquiam-Aberdeen....	July 1, 1918	4	2.89*	268,697 00	4	2.56*
4591	Pacific Power and Light Company, Walla Walla.....	Mar. 1, 1918	8	0.74	413,547 15	8	0.21*
4596	Pacific Power and Light Company, Yakima.....	Mar. 1, 1918	8	2.88	260,233 51	8	2.01
665	Spokane Gas and Fuel Company, Spokane.....	June 6, 1918	5	1.32	1,444,763 89	5	1.07
ELECTRIC							
4481	Puget Sound T., L. & P. Co. (railway), Seattle.....	Sept. 11, 1917	9	2.80	15,899,261 53	9	4.78
4676	Washington Water Power Co. (interurban), Spokane.....	July 30, 1918	4	1.14	1,128,520 84	4	1.58
4625	Washington Water Power Co. (light and power), Spokane....	Sept. 27, 1918	1	0.00 2.47 ²	16,700,000 00	1	0.00 3.24 ⁴
4616	Edmonds Springs Water Company, Edmonds.....	April 1, 1918	7	5.80*	35,000 00	7	0.66*
STEAMBOATS							
4432	Kitsap County Transportation Company.....	July 1, 1917	6	14.40*	262,428 65	6	11.90*
4692	Kingston Transportation Company.....	Sept. 12, 1918	2	2.14*	55,710 89	2	13.93
4699	Puget Sound Navigation Company.....	Oct. 1, 1918	5	3.95	2,922,598 45	5	8.71

* Indicates red figures.

SAVINGS.

When all the railroads sought a 15 per cent increase in freight rates we were active in resisting the same and joined our forces with those of the Western states, and many exhibits were prepared under the direction of O. O. Calderhead, our rate expert, and these exhibits were sufficient to lead the Interstate Commerce Commission to believe that the Western rates were in the main already sufficient, and the result was a practical denial of the railroads' application in Western territory. This resulted in a saving to the shippers of Washington estimated at more than \$5,000,000 per annum prior to the time the roads were taken over by the Federal Government. When Director General McAdoo promulgated his general order 28, denominated the 25 per cent increase, Washington, Oregon and Idaho united and resisted the increase upon canned goods, vegetables, fruit, fruit products and retainers and carload fish. The matter was first presented to the local freight traffic committee, then at a hearing at Portland before Interstate Commerce Commissioner Aitchison and later before Mr. Chambers and Judge Prouty of the federal railroad administration at Washington, D. C. As a compromise measure, a reduction from 12½ cents to 5 cents a box was made on apples moving east of Chicago. This reduction is estimated as making a saving to fruit growers of the state of upwards of \$500,000 on this year's crop. The door was left open furthermore at Washington so that in case other products in this state are unjustly burdened by reason of excessive freight rates that we can have a speedy hearing. We are sure that the foregoing savings to the shippers of the state many times exceed all increases allowed by us to the utilities located within the state.

HAY AND GRAIN LAW.

We are strongly of the opinion that the hay and grain law of this state should be materially amended. It is too arbitrary to be workable under all conditions. In order to carry on the inspection and weighing provided for by the act we have been compelled to violate the letter of the law during a portion of the war period. The fees allowed by statute for the weighing and grading are two cents a bushel for bulk grain, three cents for sacked grain and twelve cents per ton for hay. The revenues so produced equalled practically but two-thirds of the cost of maintaining an efficient working force. The low wages allowed by statute was losing us the best men. We either had to get increased revenues to pay additional compensation or abandon the service. The buyers of the grain came to our rescue and agreed to pay into a special fund approximately an extra 50 per cent, this money to go into a special fund to be disbursed as increased compensation to the employees of the department, the full text of the agreement and order being printed herewith.

In justice to the men making these advances we believe that the moneys furnished by these parties should be returned to them either out of the general fund of the state or in the earnings of the hay and grain department increased by a new schedule of fees. In line of our duty we shall submit to you appropriate legislation to cover this matter as well as other changes in the grain and hay law. In the past biennium we have attended several public hearings of the Bureau of Markets of the United States Department of Agri-

culture relative to federal grades, particularly as to wheat. Modifications of the federal rules have been made more in harmony with the ideas of the grain producers of this state, and our rules in regard to grading wheat are identical with the federal wheat rules. We have ever, by rule, sought to allow the farmers for substances of value deducted from their grain in grading. This rule has been ignored by the food administration, but will, of course, be effective when the food administration ceases to exercise control.

We have failed to make the expected progress as to overhead wire construction rules and rules applicable to railroad clearances. It is probable that we would have had rules relative to clearances had not the steam railroads been taken over by the Federal Government. As to overhead construction rules the matter is somewhat generally covered by statute law of this state. The Federal Government has for a long time been working on standard rules and has sought our co-operation. The United States Bureau of Standards sent a representative here and for a considerable period of time he worked with our engineering department and the representatives of the electrical workers. When the work of this representative was partially completed, he left the service of the government and at the instance of this Commission, Dr. Rosa, director of the Bureau of Standards, has requested that Robert Nesbitt, the president of the electrical workers' union of Seattle, visit Washington and help prepare a working code which will meet the approval of all concerned and may be formally adopted by this Commission.

GRADE CROSSINGS.

We call your attention to the fact that in this state there are upwards of five thousand (5,000) grade crossings. Of these approximately three thousand (3,000) have been surveyed and platted by this Commission and one hundred fifty (150) of which are exceptionally dangerous. These should be eliminated without unnecessary delay. During the war period not a grade separation was possible owing to the attitude of the Federal Government. During the period of reconstruction now upon us we know of no better work to be done than the elimination of these hazardous crossings. When our grade separation law was first passed the state bore a portion of the burden. It may be the part of wisdom to continue that policy.

STREET RAILWAY FARES.

We desire to call your attention to certain anomalous conditions existing in the State of Washington. In the Bloomberg case the supreme court of the state held it to be beyond the powers of this Commission to order any greater sum than five cents for a single ride on a street car within the corporate limits of any city or town within this state. Following this decision a committee of twenty-five citizens of Tacoma recommended to the city commission of Tacoma the passage of an ordinance permitting a seven-cent fare. Such an ordinance was passed and the seven-cent fare has been collected. This Commission was appealed to but on the grounds of public policy refused to interfere.

In the city of Walla Walla patrons of the street car line generally petitioned the company to increase the rates to points beyond the city limits from five cents to ten cents. Others who had deeded rights-of-way to the company

which deeds contained a provision that no greater fare than five cents should be charged, executed new needs to permit an increase of the fare to ten cents. On this showing, and petition of the company, the Commission permitted the company to increase its fares to points beyond the city limits to ten cents. This order was signed September 17, 1918. Subsequently the city commissioners of Walla Walla passed an emergency ordinance authorizing the company to increase fares and at a special election held November 5, 1918, the citizens of Walla Walla approved this ordinance. Subsequently the street car company filed tariffs with the Commission reducing the suburban fare to eight cents and increasing the fare in the city to eight cents.

About two years ago the street railway property in Bellingham was valued by the Public Service Commission. About two months ago it became evident that the five-cent fare provision in the statute and in the franchises of the company was confiscatory. It was impossible for the company to pay the wages necessary to be paid in order to obtain trainmen and at the same time continue to charge the five-cent fare. The company therefore applied to the city council in Bellingham, which enacted an ordinance authorizing the company to charge an increased fare. This increase in fare was filed with the Public Service Commission. After the ordinance became effective and thirty days after the filing of the increase in the fare with the Commission, the company began to charge the increased fare. The position of the company is that the five-cent fare provision having been changed in the franchise, the company has the right to charge a reasonable fare and inasmuch as section 25 of the public utility law limiting the fare to five cents is confiscatory the company is not bound by that provision, and that while the Public Service Commission may have no power to authorize an increase in fares above five cents because no such power has been vested in the Commission, the company nevertheless has the right to charge a fare in excess of five cents if the franchise is modified so as to authorize it to make such higher charge and the statutory limitation is confiscatory.

In the city of Vancouver we were confronted by the following conditions: An interurban and urban line there has a total length of 8.87 miles, 3.35 miles of which are within the corporate limits of Vancouver, the balance being between that city and Sifton. A passenger just inside the boundary of Vancouver can ride 3.35 miles for five cents. The traction utility is in financial straits, its operating expenses far exceeding its operating income. Its tariff calls for an average of three cents a mile from all points downtown to out-of-city stations. A person riding under this tariff from downtown to Falk, a distance of 3.71 miles, will pay a fare of ten cents against a fare of five cents for a person getting off just inside the city boundary, or a person riding from downtown to Sifton, a distance of 8.87 miles, would pay a fare of twenty-five cents. This, we believe, is a discrimination against a rural population, which should not be countenanced by the state laws of this state. We are not inviting any contention with the so-called home ruler, but we do believe that until such time that home rule may be adopted somebody should be clothed with authority that the laws of the state shall not be violated and the rankest discrimination practiced.

SAFETY INVESTIGATIONS.

We have had occasion within this period, through our safety inspectors, to investigate transportation facilities within our various cities and, as a result of these investigations, we saw fit to allow the operation of one-man cars, the style of these cars having been approved by these inspectors, J. F. Reardon and T. S. McEachran. Some criticism was made of our orders in this direction, but as Seattle and Tacoma have followed in our footsteps in the operation of their municipal lines, we judge we are not far wrong in what we did. These cars, to the patrons, have proven satisfactory as being more easy of ingress and egress and safer to passengers and operator; and, in one instance called to our attention where a company was about to withdraw one car from a particular service, the patrons objected. A petition was also presented to us to permit employment of women conductors on the street cars in the city of Seattle. We held a public conference and sought the opinions of recognized students of social condition and being fully advised concluded that it was against the interests of the state to permit women upon street cars in a crowded city and that the transportation facilities were so limited in that city as to call for the employment of skilled men.

During the period between January 1st and April 1st, 1918, T. S. McEachran, assistant inspector, acting on the instructions of the Commission, devoted the greater part of his time to an effort to release commercial cars which were being delayed from various causes on the tracks of the different railroads. In this work he was assisted by two men employed by the Commission, and, as a result of their efforts, 201 cars which had already been delayed a total of 1,859 days were released for service. The greater part of this delay occurred in the Seattle terminals and part of it was attributed to the using of the cars for storage purposes by shippers and part to the railroads for failure to promptly place cars when ordered. Many cases were found where cars were overlooked by both the shipper and the carrier and all these cars would have been delayed much longer had it not been for the efforts of the employees of the Commission. At the time this work was being done, the car shortage in this territory was very acute and the release of these cars for service earlier than would have otherwise been the case was a material benefit to the public.

Since the date of our last annual report our railroad map of the state has been received from the printer, and thousands of copies have been distributed generally throughout the state. A large number of these went to meet requests from federal officials, boards, bureaus and departments concerned in war activities. The maps were furnished free of charge to the federal people and to all who called at the office to ask for them. Where maps were sent out on request the persons receiving them were asked to pay sufficient to cover the postage.

During the year approximately four hundred informal complaints were made to the Commission, the majority of which were satisfactorily disposed of. In addition to the 284 orders issued in causes involving the varied utilities, there were 88 formal orders permitting the filing of reduced tariffs by utilities on less than the thirty-day statutory notice, and 22 formal orders were signed permitting refunds of overcharges. In the pages following the Commission gives in detail the full text of its formal orders, except such as were made

in crossing matters and following investigations of accidents which are summarized to save space.

Your attention is directed to the individual reports of the various department heads of the Commission, and to the list of utilities under the jurisdiction of the Commission appearing in this volume.

In closing, we beg to make the following suggestion:

The life of this Commission dates back to June, 1905, the field of its activities has been greatly extended from time to time, its present annual maintenance, exclusion of the Grain Department, which is self-supporting, is approximately \$90,000.

The real worth of the Commission as an expensive department of the state has never been gone into by any committee of the legislative assembly, and we would appreciate a thorough analysis of the work being performed, believing the result would be beneficial to the taxpayers.

Respectfully submitted,

THE PUBLIC SERVICE COMMISSION OF WASHINGTON,

By E. F. Blaine, Chairman;

Arthur A. Lewis, Commissioner;

Frank R. Spinning, Commissioner.

J. H. Brown, Secretary.

ORDERS IN CASES AFFECTING STEAM RAILWAYS.

No. 1549.

H. Schlaefel, Complainant, v. Chicago, Milwaukee & St. Paul Railway Company, Respondent.

Order of dismissal in accordance with judgment of supreme court.

This action was brought before the Commission September 3, 1913, to recover reciprocal demurrage for delay of defendant company in furnishing cars. April 27, 1915, the Commission entered an order directing defendant to pay complainant sixty-one dollars with interest.

February 23, 1918, the following Findings and Order were entered:

An appeal having been taken from the order of the Commission to the superior court of Thurston county, and from thence to the supreme court of the State of Washington, in the above entitled matter, and said supreme court on January 14, 1918, having entered its order that the proceeding before the Commission be dismissed,

Now, Therefore, in accordance with said judgment of the supreme court,

It Is Hereby Ordered, That the above entitled proceeding be and the same is hereby dismissed, and the order heretofore made by the Commission awarding reparation be and the same is hereby vacated and set aside.

No. 1795.

Sheldon Coal Company, a Corporation; Chehalis Coal Company, a Corporation, Complainants, v. Northern Pacific Railway Company, a Corporation; Oregon-Washington Railroad and Navigation Company, a Corporation; Washington Electric Company, a Corporation, and Washington Oregon Corporation, a Corporation, Respondents.

Protest on coal rates. Dismissed for lack of prosecution.

December 28, 1917, the Commission entered the following

Findings and Order.

It appearing to the Commission that the complaint in the above entitled matter having been filed in November, 1914, and having been continued from time to time at the request of the complainant,

It Is Now Ordered, That this cause be dismissed, for lack of prosecution, without prejudice.

No. 4068.

Capital City Iron Works et al., Complainants, v. Oregon-Washington Railroad & Navigation Company, Respondent.

Complaint re switching charges at Olympia. Dismissed.

November 20, 1918, the Commission entered the following

Order.

It Is Hereby Ordered, That the above entitled case be, and the same hereby is, dismissed without prejudice.

No. 1865.

In re Application of Northern Pacific Railway Company for Classification of the Following Described Tracts as Operating Property.

Certain real property declared as "Operating Property" and other as "Non-Operating Property."

March 18, 1918, the character and use of the property having been investigated the Commission entered the following

Findings and Order.

1. That the following described property is used and useful in the operation of the petitioner's railroad. (Full detailed description thereof being set out.)

2. That the following described property is not used and useful in the operation of the petitioner's railroad (descriptions set out).

Wherefore, It Is Ordered, That the above described tracts in finding of fact 1, be and the same are hereby classified as operating property; that the above described tracts in findings 2 be and the same hereby are classified as non-operating property.

May 22, 1918, the Commission entered a supplemental Order making corrections in descriptions of some of the properties covered in the original Findings and Order.

No. 4085.

The Public Service Commission of Washington ex rel. Canyon Lumber Company, a Corporation, Complainant, v. Great Northern Railway Company and Northern Pacific Railway Company, Defendants.

Complaint against switching charge. Dismissed for lack of prosecution.

Complaint was filed March 27, 1916. January 22, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that in the above entitled matter a hearing thereon has been continued from time to time at the request of the complainant pending negotiations for an amicable adjustment of the complaint; on December 14, 1917, the Commission requested attorney for complainant to advise as to the progress of the negotiations for an adjustment of the case. No reply having been received,

It Is Hereby Ordered, That this cause be, and hereby is, dismissed for want of prosecution, without prejudice.

No. 4247.

Public Service Commission of Washington ex rel. The Reliance Lumber Company, a Corporation, and O. F. Powell and C. L. Poole, Co-partners, Doing Business Under the Firm Name and Style of Powell-Poole Logging Company, Complainants, v. Tacoma Eastern Railroad Company, Respondent.

Held that rate of \$1.70 per 1,000 feet on logs in carloads, Reliance to Tacoma, 43.3 miles, not unreasonable, from evidence adduced; ordered that rate be established of \$1.50 per 1,000 feet in trainloads of ten or more cars.

Hearing was had at Seattle, June 25, 1917, and briefs later submitted. December 18, 1917, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the complainant, The Reliance Lumber Company, is a corporation organized under the laws of the State of Washington, engaged in the business of logging and lumbering in the counties of Pierce, Thurston and Lewis, and has been engaged in such business in Pierce and Lewis counties for a period of about ten (10) years.

II.

That the complainants, O. F. Powell and C. L. Poole are co-partners doing business under the firm name and style of Powell-Poole Logging Company, engaged in the business of logging in Pierce county, Washington, and have been so engaged since about June, 1916.

III.

That the respondent, Tacoma Eastern Railroad Company, is a common carrier engaged in the transportation of property by railroad between points in the State of Washington and, as such common carrier, is subject to the provisions of chapter 117, Session Laws of 1911 of the State of Washington and acts amendatory thereof, being the Public Service Commission law of said state.

IV.

That the line of said railroad extends from Tacoma to the towns of Ashford and Morton, running through the stations of Bismarck and Reliance. The stock of said railroad company is controlled and the road operated by the Chicago, Milwaukee & St. Paul Railway Company.

V.

That each of said complainants delivers its logs to the Tacoma Eastern Railroad at the station of Reliance for shipment to tidewater.

VI.

That the following tariffs were in effect at the date of this hearing and order and some time prior thereto:

Tariff No. 11452-E, W. P. S. C. 159, effective January 1, 1916, local distance tariff applying on logs (except hardwood) in carloads, minimum 6,000 feet per

car, between all stations on Tacoma Eastern Railroad, Bismarck, Washington, and south thereof.

5 miles.....	\$0.80	per 1,000 feet.
10 " .....	.90	" " "
15 "	1.00	" " "
20 "	1.10	" " "
25 "	1.20	" " "
30 "	1.25	" " "
40 "	1.30	" " "
50 "	1.35	" " "
70 "	1.40	" " "

with five cents (5c) additional per 1,000 feet when special logging cars equipped with patent bunks are used.

Tariff No. 11456-E, W. P. S. C. 167, effective October 24, 1915, joint freight tariff applying on logs (except hardwood) in carloads, minimum 6,000 feet per car, to Tacoma, Washington, Chicago, Milwaukee & St. Paul Railway log dump or St. Paul-Tacoma Lumber Company log dump:

From Ashford.....	\$1.90	per 1,000 feet.
McKenna	1.50	" " "
Mineral	1.90	" " "
Morton	2.00	" " "
Reliance	1.70	" " "
Tanwax Junction.....	1.40	" " "
Eatonville	1.60	" " "
(Other intermediate points not enumerated here.)		

Tariff No. 12749-A, W. P. S. C. 198, effective April 26, 1916, joint freight tariff applying on logs (except hardwood) in trainloads of fifteen (15) or more cars per train, minimum 6,000 feet, when loaded on cars not equipped with extension stakes, 7,000 feet when loaded on cars equipped with extension stakes, from Ashford to Tacoma, Washington, Chicago, Milwaukee & St. Paul Railway log dump and St. Paul & Tacoma Lumber Company log dump, \$1.60 per 1,000 feet.

VII.

That the respondent is now and has been charging the complainants \$1.70 per 1,000 feet board measure per car on logs originating at Reliance and destined to Tacoma.

VIII.

That the following is the distance from Tacoma of the principal stations in question:

Ashford	55.1 miles
Eatonville	32.6 "
Reliance	43.3 "
Bismarck	3.2 "

IX.

That the respondent is transporting logs to Tacoma from Ashford, a distance of 55.1 miles, in trainloads of fifteen (15) or more cars for \$1.60 per 1,000 feet; this is in accordance with the provisions of tariff No. 12749-A.

X.

That the respondent has no tariff on file covering logs in trainloads from Reliance to Tacoma, a distance of 43.3 miles.

XI.

That the conditions are equal, or more favorable, from an operating and tonnage standpoint for transporting logs in trainload lots from Reliance than from Ashford, besides being 11.8 miles nearer Tacoma.

XII.

That the respondent contends that the \$1.60 trainload rate applicable to Ashford can be applied to Reliance as a maximum rate.

XIII.

That complainants were not aware until this hearing that they could secure a lower rate by shipping in trainload lots and that they are now and have been in a position to ship in trainload lots of ten (10) cars or more.

XIV.

That to apply the Ashford trainload rate to Reliance shipments would be unjustly discriminatory.

XV.

That the just and non-discriminatory rate to be charged on shipments of logs originating at Reliance and destined to Tacoma is \$1.50 per 1,000 feet in trainloads of ten (10) cars or more, minimum 6,000 feet per car when not equipped with extension stakes, 7,000 feet per car when equipped with extension stakes.

XVI.

That the evidence in this case does not justify the Commission in finding that the rate of \$1.70 per 1,000 feet in carloads from Reliance to Tacoma, a distance of 43.3 miles, is unreasonable per se.

Order.

Wherefore, It Is Ordered, That the respondent file tariffs naming a rate on logs from Reliance to Tacoma of \$1.50 per 1,000 feet in trainloads of ten (10) cars or more, minimum 6,000 feet per car when not equipped with extension stakes, 7,000 feet per car when equipped with extension stakes; said tariff to be filed and to become effective within ten (10) days from the date of service hereof.

No. 4359.

Traffic and Transportation Bureau of Tacoma Chamber of Commerce and Commercial Club, Plaintiff, v. Chicago, Milwaukee & St. Paul Railway Company, Northern Pacific Railway Company, Great Northern Railway Company and Oregon-Washington Railroad & Navigation Company, Respondents.

Complaint against cancellation of existing commodity rates on fresh meats of all kinds, lard and tallow, between Seattle and Tacoma and substituting class rates. Held existing rate of eight cents per 100 pounds on meat and packing house products not sufficient and class rates too high for this commodity. Ordered that rate of ten cents per hundred pounds be established on meats, lard and tallow.

Hearing was had at Tacoma, July 23, 1917, and December 22, 1917, the Commission entered the following Findings and Order:

Findings of Fact.**I.**

That the traffic and transportation bureau of the Tacoma Chamber of Commerce and Commercial Club is a department of that commercial organization representing the interests of the shippers, jobbers and manufacturers of Tacoma on traffic and transportation matters, and in this particular proceeding it represents the interests of Carstens Packing Company of Tacoma, Washington, a corporation engaged in carrying on a general livestock, packing house products and fresh meat business in the city of Tacoma with branches in Seattle, Washington, and elsewhere.

II.

That the above named respondents are common carriers engaged in the transportation of persons and property by railroad for hire in the State of Washington and, as such, are subject to the provisions of chapter 117, 1911 Laws and amendments thereto, the same being the Public Service Commission law of the State of Washington.

III.

That the respondents have filed with the Public Service Commission of Washington supplements containing provision for the cancellation of existing commodity rates on fresh meats of all kinds, lard and tallow between Seattle and Tacoma, and for substitution thereof, class rates; that the Carstens Packing Company's plant is located at Tacoma, Washington, with a branch house at Seattle, Washington. The Tacoma plant is located on the Northern Pacific Railway line, while the branch house in Seattle is located on the line of the Great Northern Railway. Daily carload shipments of fresh meat are made from the Tacoma plant to the Seattle branch. When the quantity of fresh meat to be shipped is not sufficient to provide a carload, cured meats, lard, etc., are included. The branch house at Seattle commences daily distribution of fresh meats to its various patrons very early each weekday morning, in consequence of which it is necessary that such shipments arrive in Seattle very early in the morning and that the service from Tacoma to Seattle be regular and reliable. For the movement of this commodity, the carriers are required to furnish refrigerator cars specially equipped with racks and hooks for handling dressed meat, and the said cars employed in this service are returned from destination to Tacoma empty, it being impracticable to load such cars with merchandise and commodities other than packing house products on the return trip. Practically all of this commodity moves via Great Northern Railway to Seattle. After cars are loaded at Tacoma by the packing company, they are switched by the Northern Pacific Railway Company to the Great Northern Railway tracks in Tacoma, for which service a switching charge is made by the Northern Pacific Railway Company and absorbed in the Great Northern Railway Company rate. The commodity is moved by fast freight and extraordinary care and diligence must be exercised to insure regular movement and timely delivery thereof. The distance via the Great Northern Railway from Tacoma to Seattle is approximately forty-one (41) miles, and, in addition to the short haul between said points, two switching operations are required, one at Tacoma by the Northern Pacific Railway Company and one at Seattle by the Great Northern Railway Company. The value of a carload of fresh meat

is approximately three thousand dollars (\$3,000.00.) The refrigerator cars used in this service are considerably more expensive than the ordinary freight cars.

The tariff of the respondents which the supplements filed are intended to cancel, is eight cents (8c) per hundred (100) pounds, minimum twenty thousand (20,000) pounds.

The following table contains rates in effect on several commodities between Seattle and Tacoma and the earnings produced thereby:

Commodity—	Rate	Minimum	Earnings Per Car
Apples	\$0.08	32,000	\$25.60
Berries .....	.12	20,000	24.00
Wheat .....	.05	60,000	30.00
Hemp .....	.07½	40,000	30.00
Flour .....	.03½	40,000	14.00

Under the eight-cent (8c) meat rate, minimum twenty thousand (20,000) pounds, the earnings per car are sixteen dollars (\$16.00). In the absence of a commodity rate, meats and packing house products would take the third class rate, which is twelve cents (12c) per hundred (100) pounds, twenty thousand (20,000) pounds minimum, producing twenty-four dollars (\$24.00) per car, while the minimum applying in the three-and-a-half-cent (3½c) rate on flour is forty thousand (40,000) pounds. Cars loaded with flour are almost invariably loaded to capacity, which ranges from sixty thousand (60,000) to seventy thousand (70,000) pounds. A carload of flour loaded to sixty thousand (60,000) pounds would produce under the three-and-a-half-cent (3½c) rate mentioned, twenty-one dollars (\$21.00).

All of the above named commodities except meats and packing house products, may be moved between Tacoma and Seattle in ordinary cars, which cars may be loaded with other commodities on return trip. The hazard of loss or damage by accident or wreck accompanying shipments of meats and packing house products is greater than the hazard accompanying shipments of other commodities mentioned. The rate of eight cents (8c) per hundred (100) pounds maintained by the rail carriers operating between Tacoma and Seattle appears out of proportion with the character and value of the service performed when considered in comparison with the rates on other commodities carried between the same points. Rates on apples, berries and other commodities hereinbefore referred to, other than meat and packing house products, between Tacoma and Seattle are strongly influenced by competition of water carriers between such points.

Wherefore, The Commission is of the opinion that the rate of eight cents (8c) per hundred (100) pounds on meat and packing house products from Tacoma to Seattle, under the circumstances and considering present conditions, is not a sufficient rate.

We are of the further opinion that to require the commodity to move under class rates would establish a rate to the shipper higher than would be warranted.

We, therefore, find that the commodity rate of ten cents (10c) per hundred (100) pounds on meats of all kinds, lard and tallow from Tacoma to Seattle, is a fair and just rate.

Order.

Therefore, It is Ordered, That the respondents file with the Commission their tariffs naming a commodity rate on meats of all kinds, lard and tallow applying between Tacoma and Seattle, of ten cents (10c) per hundred (100) pounds; said tariffs to be filed and to become effective within ten (10) days of the service of this order.

No. 4364.

Puget Sound & Baker River Railway Company, Complainant, v. Northern Pacific Railway Company, a Corporation, Respondent.

Complaint, following change of yard limit, of applying distance tariff rate of six cents per hundred pounds instead of switching charge of six dollars; held that compared with other rates, six cents per hundred pounds for a one-mile haul forces the conclusion that rate making is not a science, but rather strongly resembles a farce; ordered that rate of six dollars a car be established and reparation be made in sum of \$124.61.

Hearing was had at Seattle, March 4, 1918, and June 5, 1918, the following Findings and Order were made:

Findings of Fact.

I.

The respondent is a common carrier in the State of Washington and operates a line of railroad from Seattle to Sumas, which passes through Sedro Woolley in a northerly and southerly direction.

II.

The Great Northern Railway Company owns and operates a railroad from Seattle northerly through the town of Burlington to the British Columbia line, and also a line of railroad from Anacortes to Rockport, which intersects and crosses the last mentioned road at Burlington.

III.

The Puget Sound & Baker River Railway Company owns and operates a railway in Skagit County which crosses the Northern Pacific Railway Company's railway at Sedro Woolley, but not at grade.

IV.

In 1914 and prior thereto, within the yard limits of the Northern Pacific Railway Company at Sedro Woolley, the Northern Pacific Railway was connected up with the Puget Sound & Baker River Railway. This connection between the Northern Pacific Railway and the Puget Sound & Baker River Railway was from a track of the Northern Pacific Railway denominated as "Old No. 2 Track" to the main line of the Puget Sound & Baker River Railway, by a short arc connection.

V.

Some time in the year 1914, the exact date not being shown by the evidence, the Northern Pacific Railway Company re-arranged its yard limits at Sedro Woolley and made a new connection between its railway and the Puget

Sound & Baker River Railway at Sedro Woolley, this new connection being a short arc from a track of the Northern Pacific Railway denominated "Northern Pacific line to Hospital," to the main line of the Puget Sound & Baker River Railway; this connection being just outside the new yard limits of the Northern Pacific Railway Company at Sedro Woolley; the switch for this new connection being one hundred feet outside of the yard limits at Sedro Woolley. From the Sedro Woolley station to the yard limits above mentioned, the distance is approximately twenty-nine hundred feet.

VI.

The switch on the so-called "hospital line" just outside of the yard limits of the Northern Pacific Railway at Sedro Woolley is denominated "Whitmarsh." This name was given to the switch upon the yard being re-arranged. There is nothing but a bare switch at Whitmarsh, a mere connection between the two roads. No tickets to Whitmarsh or from Whitmarsh are sold by the Northern Pacific Railway Company.

VII.

Before the change in the yards at Sedro Woolley the respondent company charged a switching rate per car of six dollars on all cars moved from the Northern Pacific yards at Sedro Woolley to the Puget Sound & Baker River Railway or connection.

VIII.

That on or about October 10, 1916, the Standard Oil Company consigned 79,980 pounds of petroleum oil from Seattle to complainant at Whitmarsh by the way of the Great Northern Railway Company, Seattle to Sedro Woolley, and Northern Pacific Railway, Sedro Woolley to Whitmarsh, such consignment being contained in Union Tank Line car No. 3772 and having been delivered to complainant at Whitmarsh on or about October 14, 1916, and the respondent demanded and was paid by complainant the sum of \$47.98 for moving said car of petroleum oil from Sedro Woolley to Whitmarsh; such charge having been assessed by applying respondent's distance tariff rate of six cents per hundred pounds to said shipment instead of applying its regularly published switching charge of six dollars per car thereto.

IX.

That on or about October 10, 1916, the Standard Oil Company consigned from Seattle, Washington, to complainant at Whitmarsh, Washington, via Great Northern Railway, Seattle to Sedro Woolley, and Northern Pacific Railway, Sedro Woolley to Whitmarsh, 78,802 pounds of petroleum oil, which consignment was contained in Union Tank Line car No. 2970. Said shipment was delivered to complainant at Whitmarsh on or about October 14, 1916, at which time respondent demanded and was paid by complainant the sum of \$47.28 for moving said carload of oil from Sedro Woolley to Whitmarsh; said charge for switching said car having been assessed by applying respondent's distance tariff rate of six cents per hundred pounds to said shipment instead of applying its regularly published switching charge of six dollars per car thereto.

X.

That on or about October 17, 1916, the Standard Oil Company consigned from Richmond Beach, Washington, to complainant at Whitmarsh, Washington, via Great Northern Railway, Richmond Beach to Sedro Woolley, and Northern Pacific Railway, Sedro Woolley to Whitmarsh, 78,902 pounds of petroleum oil, such consignment being contained in Union Tank Line car No. 2818, and was delivered by respondent to complainant at Whitmarsh on or about October 18, 1916, and the respondent demanded and was paid by complainant the sum of \$47.35 for moving said carload of petroleum oil from Sedro Woolley to Whitmarsh; such charge having been assessed by applying respondent's distance tariff rate of six cents per hundred pounds to said shipment instead of applying its regularly published switching rate or charge of six dollars per car thereto.

XI.

That six dollars per car is a fair, reasonable and sufficient rate for moving cars from respondent's yard in Sedro Woolley to the connecting track of the Puget Sound & Baker River Railway.

Opinion.

We cannot look upon the switch called Whitmarsh as a station; to conceive it a station was a mistake. Sedro Woolley is a modest sized place and the switching yard there of the Northern Pacific Railway Company is not of unusual length, and for the Northern Pacific Railway Company just outside of that switching yard to establish a station looks like an attempt to collect a sum for a service out of proportion to the cost of such service to the carrier, and which constitutes an extortionate charge against the shipper. To declare, as was done by a railway official in this case, that a rate of thirty-nine and forty dollars per car to pull a carriage one mile from one carrier to another is in keeping with the rates established by this Commission, is a grievous error and misleading to the public. None of the present Commissioners took part in establishing the rate structure in this state, but as we interpret it, the proposed charge of the respondent in this case even violates its letter. When we compare the rate on the Great Northern of five cents per hundred pounds from Seattle to Concrete, with the Northern Pacific rate of six cents per hundred pounds for a one-mile haul, we are forced to the conclusion that rate making is not a science but rather strongly resembles a farce.

Wherefore, It is Ordered, That a rate of six dollars per car is a fair, reasonable and sufficient rate for moving a car from respondent's yard at Sedro Woolley to and upon the spur connection with the Puget Sound & Baker River Railway, at Sedro Woolley. That the respondent make reparation to the complainant in the sum of \$124.61.

No. 4421.

**The Public Service Commission of Washington ex rel. Sperry Flour Company,
Complainant, v. Great Northern Railway Company, Defendant.**

Complaint to compel a milling in transit rate at Tacoma on wheat from Eastern Washington, milled at Tacoma and flour shipped to points north of Seattle; held that milling in transit right is within jurisdiction of the Commission; held by Commissioners Lewis and Spinning that the back haul is not unreasonable, and that justification for milling in transit rate is commercial and not based on cost of service; Commissioner Blaine dissents; rehearing granted; petition for modification denied and order affirmed.

Hearing was had at Tacoma, September 6, 1917, and January 5, 1918, the following Findings, Opinion and Order were entered by Commissioners Lewis and Spinning:

Findings of Fact.

I.

That the plaintiff, the Sperry Flour Company, is a corporation engaged in the milling of wheat and other grains in the city of Tacoma, Washington.

II.

That the defendant, the Great Northern Railway Company, is a common carrier engaged in the transportation of passengers and property by railroad in the State of Washington, and that as such common carrier, is subject to the provisions of chapter 117, Session Laws 1911 of the State of Washington, being the Public Service Commission law of said state.

III.

That the defendant in its tariffs provides for milling in transit rates on wheat and other grains originating at points on its line in Montana when milled at Everett, Seattle or Tacoma. The finished product is reshipped over its line to points north and south of said milling stations at the rate from point of origin to final destination plus two cents (2c) per one hundred (100) pounds for the milling in transit privilege.

IV.

That on grains milled at Tacoma, the milling in transit rate applies to points as far north as Bellingham, which involves an apparent back haul of approximately seventy-five (75) miles, this being the distance from Tacoma to Everett, Everett being the junction point of the Bellingham line with the main line of the defendant over which the shipments originally moved.

V.

That the defendant also provides in its tariffs for a milling in transit rate on wheat and grain originating at points on its line in Eastern Washington when milled at Seattle and Everett, the finished product to be reshipped from milling station, either Seattle or Everett, to all points north and south including Tacoma, at the rate from points of origin to destination plus two and a half cents (2½c) per one hundred (100) pounds for the milling in transit privilege; that on Eastern Washington grain milled at Tacoma, the same privilege applies to points south of Tacoma, but not to points north thereof.

VI.

That the plaintiff has shipped from points on defendant's lines in Washington to Tacoma in the past few years the following number of cars of grain:

1914.....	227 cars.
1915.....	585 cars.
1916.....	418 cars.
1917.....	219 cars.

Practically all of the above grain was tributary to lines of respondent only.

VII.

That the plaintiff has shipped from points on defendant's line in Montana to Tacoma within the past few years the following number of cars of grain:

1914.....	2 cars.
1915.....	30 cars.
1916.....	23 cars.
1917.....	3 cars.

VIII.

That during the years 1914 to 1917 inclusive, the plaintiff has shipped on lines of defendant to points north of Seattle and Everett one hundred eighty-five (185) cars of flour milled from Washington wheat.

IX.

That in marketing its finished product at points north of Seattle, the complainant is required to absorb the difference in the line haul from points of origin on Washington wheat to points of destination of the finished product (plus the milling in transit rate) and the local rates amounting to from six (6) to eight cents (8c) per hundred (100) pounds.

X.

That the Northern Pacific Railway Company and the Chicago, Milwaukee & St. Paul Railway Company extend the milling in transit privilege to Tacoma and Seattle permitting back haul in movements from Tacoma to Auburn on the Northern Pacific and Renton on the Chicago, Milwaukee & St. Paul on finished products consigned to points north of Seattle or Everett and east on the Northern Pacific as far as Kanasket.

XI.

That from the foregoing findings and by reason of the defendant not providing a milling in transit rate for Washington grain applying to points north of Seattle and Everett when said grain is milled at Tacoma, the plaintiff is subject to undue and unreasonable disadvantage and prejudice.

XII.

That the defendant should provide in its tariffs a milling in transit rate for grain milled at Tacoma where the finished product is shipped to points north of Seattle and Everett.

Opinion.

Counsel for respondent contends that the privilege of milling in transit is one which the carrier cannot be compelled to extend although, when extended, the carriers must refrain from practicing discrimination in the appli-

cation of it; that the privilege is ordinarily extended only to points between the point of origin of shipments and the point of destination; that a back haul is unusual and is inconsistent with the principle of milling in transit, and the extension of the privilege from Seattle to Everett and points north, a distance of thirty-three (33) miles, is not in principle a back haul due to the fact that the railway lines are constructed down the level course of territory to the Sound rather than across the rough country from the foot of the Cascades to Seattle; that the reasons for extending the privilege at Seattle was to assist in the development of the district north of Seattle and west of the Cascades and the necessity for meeting the competition of other transcontinental lines in the service of the Eastern Washington wheat fields; that in extending the privilege of milling in transit on Montana wheat to Tacoma millers (including plaintiff) in the territory north of Seattle, works no injury to Tacoma millers; that the Eastern Washington grain producers might properly complain, but that the apparent discrimination to them can be justified upon the ground that the larger earnings on Montana shipments justify the performance of a greater service by the carrier.

Relative to the question that the privilege of milling in transit is one which the carriers cannot be compelled to extend, we think this is answered by our supreme court in the Prosser case, 95 Wash. 376, involving milling in transit, in which the court said:

"Whether or not a milling in transit right is a privilege to be granted in the option of the carrier, the later cases hold that its control is within the jurisdiction of the Commission as evidenced by the following quotation from the case of *In re Transportation of Wool Hides and Pelts*, 23 I. C. C. 151, 173." (Quotation not repeated here.)

"Under the provision of Remington's Code 8626-53, the State Public Service Commission is given powers very similar to those of the Interstate Commerce Commission and sufficiently ample to provide the power to regulate milling in transit privileges under the ruling of the case above quoted."

The court further said in sustaining the order of the Commission in the Prosser case:

"The through joint rate and milling in transit privilege is a facility granted by railroads. A through joint rate is a public necessity and a milling in transit privilege a facility which may become public by reason of its use. Here we have a situation showing such a facility granted by the railroads to some communities and denied to another. We cannot escape the conclusion from such a situation that the through joint rate and milling in transit facility is as much a public necessity at Prosser as it is at North Yakima. Being granted at North Yakima and denied at Prosser there is a public discrimination. Such being the case, we think the Public Service Commission acted wholly within its powers when it found the facts sustaining its order and ordered that a through joint rate and milling in transit privilege be granted by the railroads to the complainant at Prosser."

With reference to the question of back haul, we agree with counsel for respondent that ordinarily there should be some limit to which the milling in transit should apply where the back haul is involved. Assuming, however, that the thirty-three (33) miles between Seattle and Everett is not in principle a back haul due to the fact that the railway line is constructed down the water courses to avoid the rough country between Seattle and the Cascades, the back haul in fact then would be only the distance between Seattle and Tacoma—approximately forty (40) miles. The back haul involved in the case cited by the respondent—25 I. C. C. 90-92, was over two hundred (200) miles.

We submit that this is not an unreasonable distance to back haul on a commodity manufactured from grain when it is recognized that the density of commerce extends northward and southward on Puget Sound and the territory tributary to the three cities—Seattle, Everett and Tacoma—is in a general way considered common by the jobbers. The railway lines reaching this territory, which parallel the Sound, are tapped at different points by the lines extending from the grain belts in Eastern Washington and Montana points, thus rendering it impossible in some instances for the jobber to reach his market with the finished product without the back haul service. This condition was recognized by the Commission in the distribution rate case and subsequent orders growing out of said case; Seattle, Everett and Tacoma being put on an exact equality in rates with Spokane, notwithstanding the distance to Tacoma is forty miles further and Everett thirty-three miles nearer than Seattle. Moreover the cost of back hauling is no greater than to an equal distance beyond.

With respect to counsel's statement as to the reasons for extending the privilege at Seattle to assist in developing that territory and the necessity of meeting competition of other railways, we believe this argument can be applied with like force to plaintiff's situation.

We cannot agree with respondent's contention that the present arrangement works no injury to plaintiff. The evidence in this case shows that the plaintiff receives a far greater portion of its wheat from points on defendant's line in Washington than it receives from Montana points located on respondent's line; that during the last four years, 185 cars of flour milled from Washington wheat have been marketed in the territory to which a milling in transit rate is sought. And, in marketing this product it has been obliged to absorb the differential over the rate open to other Tacoma millers located on other lines reaching this territory and to Tacoma millers manufacturing flour made from Montana wheat; and, further, it is apparent that the plaintiff has been put to a disadvantage in doing business in the said territory by reason of having to meet competition of Seattle millers using either Washington or Montana wheat, who are privileged to do business in complainant's immediate territory—Tacoma and south thereof—as well as north of Seattle from which the plaintiff is barred from competing on an equal basis, thus permitting competition to divide the business in plaintiff's immediate territory and throttling its activity in the territory claimed by respondent as natural to Seattle and Everett.

In conclusion, we believe the justification for a milling-in-transit rate is commercial and not based on cost of service. It costs no more to move a commodity originating at a particular place than it costs to transport the same commodity which has received a prior transportation service.

Order.

Wherefore, It Is Ordered, That the respondent publish and file tariffs placing Tacoma on the same equality with Seattle on grain milled at Tacoma and the manufactured product reshipped to points north of Seattle subject to the milling in transit charges.

Chairman Blaine's dissent was as follows:

I am unable to agree with my fellow Commissioners that the long back haul demanded by the complainant in this action is at all proportionate to the haul on wheat from Washington points on the Great Northern Railway to Ta-

coma. In fact, I do not see how, upon principle, transit rates can be accorded such terminal points as Tacoma and Seattle without interfering with the rights of jobbers and shippers at points intermediate between the points of production and of consumption.

If such places as Tacoma and Seattle are to be accorded transit privileges on intrastate movements, then the transit privilege has lost its significance as being something accorded a shipper or broker at an intermediate point.

February 28, 1918, application of the respondent for rehearing and modification of the order was considered and rehearing ordered.

March 12, 1918, hearing was had on the application for modification, and March 29, 1918, an order was entered by Commissioners Lewis and Spinning denying the same, Commissioner Blaine dissenting.

April 3, 1918, Commissioners Spinning and Lewis entered the following Findings and Order (Blaine dissenting):

The Commission having by its order dated February 28, 1918, granted a rehearing in the above entitled proceeding, the proceeding came on for hearing before the Commission at Olympia on the 12th day of March, 1918, before Chairman E. F. Blaine and Commissioners A. A. Lewis and F. R. Spinning, and after hearing arguments of counsel it is the judgment and decision of the Commission that the order made herein February 15th, 1918, be not modified as requested by the respondent, Great Northern Railway Company, and the Findings of Fact heretofore made and filed herein are hereby adopted and confirmed, and

It Is Hereby Ordered, That the respondent, Great Northern Railway Company, publish and file tariffs placing Tacoma on the same equality with Seattle on grain milled at Tacoma and the manufactured product reshipped to points north of Seattle subject to the milling in transit charges.

This order is intended as a substitute for the order of this Commission entered on March 29, 1918.

Nos. 4429 and 4434 Consolidated.

Alaska Junk Company, Complainant, v. Spokane, Portland & Seattle Railway Company, and Northern Pacific Railway Company, Respondents.

Complaint that junk rate of 25 cents per 100 pounds, sum of two special commodity local rates, is unreasonable and that rate of 15 cents should be established; held rate to natural market not unreasonable, local rates not unreasonable and limited movement will not justify through route and joint rate. Ordered that actions be dismissed.

Hearing was held at Seattle, September 7, 1917, and December 18, 1917, the following Findings and Orders were entered:

Findings.

I.

That complainant Frank Schwartz, engaged in the buying and selling of second-hand goods and wares and scrap iron and junk of all kinds under the assumed name of Alaska Junk Company, has offices in the city of Seattle, Washington.

II.

That respondent Spokane, Portland & Seattle Railway Company is a corporation engaged as a common carrier in the transportation of freight and passengers on its railroad between points in the State of Washington, subject to the provisions of chapter 117, Sessions Laws of the State of Washington.

III.

That respondent Northern Pacific Railway Company is a corporation engaged in the transportation of freight and passengers on its railroad as a common carrier in the State of Washington and is subject to the provisions of chapter 117, Session Laws of the State of Washington.

IV.

The complainant alleges that the rate of 25 cents for 100 pounds which is made up of two special commodity local rates of the said railroad companies, from Patterson and Roosevelt via Vancouver to Seattle is unjust, unreasonable and extortionate and should not exceed a rate of 15 cents per 100 pounds.

V.

That the business activities of complainant extends into the states of Washington, Oregon, Idaho and Montana.

VI.

That the market for the commodity in question is about equal in Portland and Seattle.

VII.

That owing to the proximity, commercial relationships and easy grades traversed by the railroad, Portland is the natural market for commodities moving from Roosevelt and Patterson.

VIII.

There is no evidence to show that the rate from Patterson and Roosevelt to Vancouver and Portland is unjust or unreasonable. To change local rates to apply to the commodity in question would disturb rate relations of other commodities.

IX.

There is no evidence to show that the rate from Vancouver to Seattle is unjust or unreasonable, and to change the local rates to apply to the commodity in question would disturb rate relations of other commodities.

X.

That the complainant moved to amend his complaint asking for the establishment of a joint rate and through route on the Spokane, Portland & Seattle Railway and the Northern Pacific Railway between Seattle and the points Patterson and Roosevelt via Vancouver.

XI.

The Commission does not feel justified in establishing a through route and joint rate in view of the limited movement of this commodity in the past and with no probable increase of future movements of the same over this route.

XII.

The respondent denies that the charge of 25 cents per 100 pounds on shipments from Patterson and Roosevelt to Seattle via Vancouver is unjust, unreasonable or extortionate as alleged in the complaint, and denies that the rate of 15 cents per 100 pounds would be just, fair and reasonable.

XIII.

The commodity junk iron in the last eighteen months has been gathered up generally by junk dealers and shipments already made perhaps represents the accumulation of twenty to thirty years. To grant the proposed rate, we find would not necessarily serve to stimulate the trade.

From a consideration of all the evidence the Commission finds that there is very little of the commodity in question moved over the route involved in this case, there being but two cars in 1917 and none in 1916, and no evidence that there was any moved prior to 1916, and possibly there will be no greater, if any, in the future than in the past.

Wherefore, It Is Ordered, That the above entitled action be, and the same hereby is, dismissed.

No. 4539.

The Public Service Commission of Washington, Complainant, v. The Hartford Eastern Railway Company, and The Northern Pacific Railway Company, Respondent.

Complaint to compel filing of joint tariffs covering pulp wood and logs from forest reserve to tide water; held that a blanket rate for a specified area be established and specified rates ordered.

Hearing was had at Seattle, November 23, 1917, and January 2, 1918, the following Findings, Conclusions and Order were entered:

Findings of Fact.**I.**

That the United States Government is the owner of large bodies of timber in ranges eight (8) and nine (9) East W. M., county of Snohomish, State of Washington, the same being tributary to the line of the Hartford Eastern Railway Company.

II.

That the United States Government, through its forest service, has received applications to purchase the available timber in the above described area on the south fork of the Stillaquamish River watershed, Snoqualmie National Forest, as a partial supply for a pulp industry, the estimated amount being 520,000,000 board feet.

III.

That the most feasible plan of utilization in connection with this timber contemplates the establishment of a pulp mill on tide water as such proposed points as Everett and Kirkland, Wash., etc.

IV.

That before a valuation can be placed on said timber for the purposes mentioned it is necessary to have established a rate for the movement of such timber to tide water points.

V.

That in order to accomplish the aforesaid project it is necessary that reasonable joint through rates applying on logs and pulp wood in cordwood lengths be established by the transportation companies serving as common carriers between railway stations located within the aforesaid timber belt and tide water points as specified.

VI.

That the respondent companies, the Hartford Eastern Railway Company and the Northern Pacific Railway Company, are common carriers operating between points in the State of Washington, and publish and file with the Public Service Commission tariffs naming rates, charges and classification for the transportation of property between the various stations on the lines of said respondent companies within the State of Washington, but fail to provide reasonable joint through rates applying on logs and pulp wood in cordwood lengths between stations on the line of the Hartford Eastern Railway Company located within the aforesaid timber belt and Everett, Wash., and intermediate points, and Kirkland, Wash., and points intermediate thereto located on the line of the Northern Pacific Railway Company.

VII.

That from a consideration of all the evidence the Commission finds and concludes that upon pulp wood in cordwood lengths moving from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., to Everett and intermediate points a rate of \$1.05 per cord of 128 cubic feet, minimum 16 cords per car is a just, fair and reasonable rate, and upon pulp wood moving in cordwood lengths from the same district to Kirkland, Wash., on the shores of Lake Washington, and intermediate points, a rate of \$1.10 per cord of 128 cubic feet, minimum 16 cords per car, is a just, fair and reasonable rate.

VIII.

That from a consideration of all the evidence the Commission further finds and concludes that upon logs moving from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., to Everett and intermediate points, a rate of \$1.60 per 1,000 feet board measure, minimum 7,000 feet per car, is just, fair and reasonable, and that upon logs moving from the same district to Kirkland, Wash., and intermediate points, a rate of \$1.75 per 1,000 feet board measure, minimum 7,000 feet per car, is just, fair and reasonable.

Conclusions.

The Commission has in the foregoing findings fixed a rate upon pulp cordwood at all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., of \$1.05 per cord of 128 cubic feet to Everett and intermediate points, and to Kirkland on the shores of Lake Washington, and intermediate points of \$1.10 a cord; and a rate on logs from the same district of

\$1.60 to Everett and intermediate points, and \$1.75 to Kirkland and intermediate points.

We have blanketed the district in ranges eight (8) and nine (9) for the reason that all the timber from that section moved on the Hartford Eastern Railway must be transported around sharp curves with heavy gradients and through several tunnels, making the transportation, particularly of logs, more or less hazardous, and the timber on said ranges appears to be in a pocket in the mountains in that locality.

We have considered establishing a tariff based on weight for all timber moving out of said pocket, but thus far have not been able to get sufficient data relative to the weight of fir, cedar, hemlock and cottonwood, which constitute practically the whole of the merchantable timber within said belt, upon which to calculate a weight rate. Whenever interested parties shall be in a position to furnish the Commission with such data we will be pleased to consider the same with a view of modifying this order.

Wherefore, It Is Ordered, That the respondents, the Hartford Eastern Railway Company and the Northern Pacific Railway Company, publish and file, within ten days from date of service of this order, the following joint through rates, to-wit:

Pulp wood in cordwood lengths from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., county of Snohomish, State of Washington, to Everett, Wash., and intermediate points, one dollar and five cents (\$1.05) per cord of 128 cubic feet, minimum carload sixteen cords per car.

Pulp wood in cordwood lengths from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., county of Snohomish, State of Washington, to Kirkland, Wash., and intermediate points, one dollar and ten cents (\$1.10) per cord of 128 cubic feet, minimum carload sixteen cords per car.

Logs from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., county of Snohomish, State of Washington, to Everett, Wash., and intermediate points, one dollar and sixty cents (\$1.60) per 1,000 feet, board measure, minimum 7,000 feet per car.

Logs from all points on the Hartford Eastern Railway in ranges eight (8) and nine (9) East W. M., county of Snohomish, State of Washington, to Kirkland, Wash., and intermediate points, one dollar and seventy-five cents (\$1.75) per 1,000 feet, board measure, minimum 7,000 feet per car.

No. 4546.

Public Service Commission of Washington ex rel. Residents of Palmer Siding, Complainants, v. Great Northern Railway Company, Respondent.

Petition for flag stop and station facilities at Palmer Siding; held that present facilities are insufficient; ordered on condition that patrons construct and maintain a covered platform a flag station be established.

Hearing was had at Colville, December 14, 1917, and January 20, 1918, the following Findings and Order were entered:

Findings of Fact.

I.

That the Great Northern Railway Company is a corporation owning and operating a line of railway for the transportation of freight and passengers for hire from Spokane, Washington, to Northport, Washington, known as the Marcus Division.

II.

That Palmer Siding, Washington, is a blind siding on said Great Northern Railway at a point 3.1 miles north of Colville, Washington, and 5.5 miles south of Myers Falls, Washington.

III.

That the said Great Northern Railway Company operates two passenger trains daily each way over said Marcus Division; that none of said trains stop at Palmer Siding to take on or discharge passengers, baggage or express.

IV.

That said petitioners, residents of Palmer Siding, contend that train No. 257 leaving Northport at 6 a. m. daily and train No. 258 leaving Spokane at 3:55 p. m. should stop on flag at Palmer Siding to receive and discharge passengers, baggage and express, but the Railway Company contends that the schedule of the respondent under which it stops its trains 257 and 258 at Colville and Mission for the purpose of taking on and discharging passengers, baggage and express is reasonably well adapted to serve the requirements of the public and that it is not reasonable nor necessary to establish another station between the present stations of Colville, Washington, and Mission, Washington, which are 6.9 miles apart.

V.

That approximately 200 people live in the immediate vicinity of Palmer Siding, that would be accommodated by the establishment of a flag station at that point.

VI.

That at said point there is a sawmill which ships lumber via the Great Northern Railway and a large amount of cordwood is also shipped from there and much milk is produced in the immediate vicinity which can be best handled at Palmer Siding, if established as a flag station.

VII.

That Palmer Siding is the nearest railroad point over good roads from Echo Valley, a well developed community some six miles away.

VIII.

That the petitioners, residents of Palmer Siding, are willing and ready to erect and maintain a sufficient platform and cover for same.

IX.

That the service to the public at Palmer Siding as now rendered by the respondent is insufficient and that the comfort and convenience of the public require that respondent's trains 257 and 258 shall stop on being flagged at Palmer Siding to receive and discharge passengers, baggage and express.

Wherefore, It Is Ordered, Upon condition that the petitioners, residents of Palmer Siding, construct and maintain a platform and cover for same at Palmer Siding, that the respondent Company shall designate Palmer Siding as flag station on its official time table of the Marcus Division, and shall furnish service to said Palmer Siding by stopping one passenger train in each direction, daily, on flag, for the accommodation of passengers, and particularly for the shipment, by express, of milk.

No. 4549.

The Public Service Commission of Washington ex rel. James A. Belcher, Assignee of the Tidewater Lumber Company, Complainant, v. Tacoma Eastern Railroad Company, a Corporation, Defendant.

Complaint to compel reparation; held that Chicago, Milwaukee & St. Paul Railway Company, when it became practical owner of the Tacoma Eastern and sought to make amends for unlawful acts of latter road had solicited and secured orders from the Commission directing reparation and spoke about making reparation where there had been discrimination practiced is bound to make reparation in all cases similar; ordered that reparation of \$11,173.77 with interest be made.

Hearing was had at Seattle, March 7, 1918, and March 28, 1918, the following Findings and Order were entered:

Findings of Fact.

I.

That the complainant is a citizen of the United States and a resident of the city of Tacoma, Pierce County, Washington.

II.

That the Tidewater Lumber Company at all of the times hereinafter mentioned was a corporation duly organized and existing under and by virtue of the laws of the State of Washington, engaged in the shipping of saw logs and other forest products from various points on the line of the defendant in said state, and in the manufacture and shipping of lumber and lumber products to various points throughout the United States, and with a sawmill located at Tacoma, Pierce County, Washington.

III.

That the above named Tacoma Eastern Railroad Company is and at all the times hereinafter mentioned was a common carrier engaged in the transportation of passengers and property by railroad between points in the State of Washington, and that as such common carrier is and was subject to the provisions of chapter 81, Session Laws of the State of Washington for 1905, commonly known as the Railroad Commission Law of said state, chapter 226, Session Laws of 1907; chapter 93, Session Laws of 1909, and chapter 117, Session Laws of 1911, of the State of Washington, being Public Service Commission law of said state.

IV.

That at all of the times hereinafter mentioned the St. Paul & Tacoma Lumber Company was a corporation engaged in the operation of a sawmill at and in the city of Tacoma, Pierce County, Washington, for the manufacture and sale of lumber and lumber products, and competing in the common markets of the United States with the said Tidewater Lumber Company, and engaged in the shipping of saw logs from points on the line of the Tacoma Eastern Railroad to Tacoma, Washington.

V.

That Calpenham (Midway) at all of the times hereinafter mentioned was a station on the line of the said Tacoma Eastern Railroad Company south of and distant from Tacoma, Washington, 23.9 miles.

VI.

That the distances over the Tacoma Eastern Railroad Company from its terminus at Tacoma to the respective stations material in this controversy are as follows:

Tacoma to Kapowsin	23 miles
Tacoma to Tanwax	21 miles
Tacoma to Kirby	13.9 miles
Tacoma to Nelson	12.4 miles
Tacoma to Garvin	9.3 miles
Tacoma to Murphy	9 miles
Tacoma to Electron	8.2 miles
Tacoma to Allison	6.7 miles
Tacoma to Midland	5.5 miles
Tacoma to Bismarck	3.1 miles

VII.

That under date of March 11, 1903, the following contract was entered into between the Tacoma Eastern Railroad Company and the Cascade Timber Company:

"It Is Agreed between the Tacoma Eastern Railroad Company, a corporation, party of the first part, and the Cascade Timber Company, a corporation, party of the second part, as follows, to-wit:

"Whereas, The party of the first part is the owner of a line of railroad extending from the city of Tacoma nearly to Eatonville in Pierce county, and projected and in course of construction to Ashford and other points in Pierce county;

"Whereas, On the 7th day of August, 1901, the party of the second part in the course of its business entered into a certain contract with the St. Paul & Tacoma Lumber Company, a corporation, whereby the party of the second part undertook to log and deliver to the St. Paul & Tacoma Lumber Company the timber standing upon certain lands and premises described and referred to in said contract, situated in township 17 north, range 4 east, Willamette Meridian; township 17 north, range 5 east, Willamette Meridian; township 18 north, range 4 east, Willamette Meridian, and township 18 north, range 5 east, Willamette Meridian;

"Whereas, Said contract with the St. Paul & Tacoma Lumber Company covers a very large amount of timber and the carrying out of said contract by the party of the second part will require many years and in the carrying out of said contract a very large amount of transportation business will be furnished to the party of the first part herein; and said contract hereinbefore referred to was entered into by the party of the second part herein at the instance and for the benefit of the above mentioned party of the first part, and

was entered into upon the representation by the party of the first part herein and with the understanding and agreement between the parties hereto that transportation would be furnished by the party of the first part at rates not greater than are hereinafter mentioned;

"Now, Therefore, in consideration of the mutual promises herein contained and of the premises, the parties hereto agree as follows in relation to the transportation of said logs to be cut under said contract: The party of the first part is to furnish cars with reasonable promptness when required by the party of the second part, such cars to be suitable for transportation of logs and to be delivered at such points on the line of the first party as may be necessary in the logging operations of the party of the second part in removing timber from the various lands to be logged off by said second party under said St. Paul & Tacoma Lumber Company contract; said party of the first part is to permit the party of the second part to load said cars at such points, or if necessary to remove such cars at the expense of the party of the second part to points on spurs or switches at which such cars may be more conveniently loaded and is to transport the loaded cars to the city of Tacoma and to such other points on the line of the party of the first part at rates not greater than the following, to-wit:

"From Kapowsin Station to Tacoma at the rate of \$1.00 per M feet B. M.; from points between Eatonville and Kapowsin Station to Tacoma at the rate of \$1.20 per M feet B. M.

"It Is Agreed, That the charge for the transportation of logs from any point on any branch on spur line shall be based upon the mileage in accordance with the rates hereinabove set out.

"It Is Further Agreed, That a charge not to exceed \$5.00 per car shall be made for hauling logs and switching to points on the line of the party of the first part, provided such haul shall be for a distance of not to exceed 12 miles.

"It Is Agreed, That Scribner's Scale shall be used in determining the charge and that the scaler shall be satisfactory to both parties thereto.

"It Is Agreed, That the minimum freight rate to be charged for any carload of logs transported under this agreement shall be the rate charged for 5 M feet, B. M., except as hereinafter provided; the rates hereinbefore fixed shall include switching upon sidetracks and spurs, and in case the hauling is to the city of Tacoma, shall include the privilege of using such facilities as the party of the first part may have at the city of Tacoma for dumping logs, or, if desired by the party of the second part, the party of the first part will switch such logs upon the Northern Pacific Railway Company's tracks at Tacoma to points covered by the terms of that certain contract made by the party of the first part herein with the Northern Pacific Railway Company under date of July 1, 1901, so long as such contract is in force, and the additional charge of switching and for the privilege of dumping said logs from the cars over the log dumps mentioned in said contract shall not be greater than the price agreed to be paid by the party of the first part to the Northern Pacific Railway Company under such contract.

"If a new contract is made with the Northern Pacific Railway Company by said party of the first part, permitting the said first party the right to switch over said Northern Pacific Railway Company's tracks and the use of facilities for dumping logs at Tacoma, said first party shall switch the logs of the second party cut under said St. Paul & Tacoma Lumber Co.'s contract when desired by the second party over said N. P. tracks and permit the dumping of such logs when not restrained by the terms of such agreement with said Northern Pacific Railway Company at prices not greater than agreed upon between the Northern Pacific Railway Company and the party of the first part herein.

"The party of the second part agrees to load and unload cars with reasonable promptness, and if there shall be delay to the engine and crew of the party of the first part in connection with the unloading of logs, and such delay is occasioned by the failure of the party of the second part to unload said cars promptly, then the party of the second part agrees to pay the party of the first part a reasonable charge for such delay.

"The party of the second part further agrees to reimburse the party of the first part for any and all damages which may be done the cars of the party of the first part through loading or unloading of said logs when such damage is occasioned by the fault of the party of the second part or its employees, and to promptly reload any load of logs which employees of the first party shall consider unsafe and so notify the employees of the party of the second part.

"Said party of the second part agrees to give said party of the first part reasonable notice of its intention to discontinue or resume logging, or to materially increase or diminish its logging operations so that said party of the first part may be able to make plans for transporting said logs accordingly. And it is agreed that the use of the log dump of the party of the first part for the business of the party of the second part shall not be exclusive but in common with others, and that the log dump privilege does not include the storage of logs but contemplates that after the logs are dumped they shall be taken away within a reasonable time, and that the operation of said log dump shall be under such rules as the party of the first part may from time to time establish therefor.

"It Is Agreed, That the party of the second part will give its transportation business and so much of the business of transporting lumber manufactured from logs furnished by the party of the second part as it controls to the first party, rates being equal.

"It Is Agreed, That this contract shall go into effect on the 11th day of March, 1903, and shall continue for the period of twenty-five years from its date, and that the said contract shall be binding upon the parties hereto, their successors and assigns.

"In Witness Whereof, The parties hereunto have caused this instrument to be executed and their respective corporate seals to be hereunto affixed by their officers thereunto duly authorized by the vote of the stockholders and the vote of the trustees of each of said companies in duplicate this 11th day of March, 1903.

TACOMA EASTERN RAILROAD COMPANY,

By (Sgd.) Edward Cookingham,
Its President.

Attest:

(Sgd.) J. G. Dickson,
Asst. Secretary.

CASCADE TIMBER COMPANY,

By (Sgd.) John Bagley,
Vice-President.

Attest:

(Sgd.) E. M. Hayden,
Secretary.

That after the execution and delivery of aforesaid contract, the same was assigned by the Cascade Timber Company to the Northern Coast Timber Company.

VIII.

That germane to this controversy, the Tacoma Eastern Railroad Company has issued tariffs as follows:

TACOMA EASTERN RAILROAD COMPANY

No. S-81

Special Tariff on LOGS, Carloads, Minimum 5,000 Feet Per Car.

	RATE
FROM Kapowsin to Nelson, inclusive, including Electron and Far West Branches, TO Tacoma.....	\$1.00
FROM Eatonville to Lakehead, inclusive, TO Tacoma.....	1.25
FROM Mineral and Ashford to Success, inclusive, TO Tacoma.....	1.50

Tacoma Eastern Terminal delivery only.

See Special Tariff S-71 for switching charges when switched out of log spurs and charge for extra time used in dumping when such service is performed by this company.

EFFECTIVE June 1, 1905.

Expires December 31, 1905, unless otherwise cancelled.

J. G. DICKSON,
G. F. & P. A.

TACOMA EASTERN RAILROAD COMPANY

No. 3-81

Special Tariff on LOGS, Carloads, Minimum 5,000 Feet Per Car.

	RATE
FROM Kapowsin to Nelson, inclusive, including Electron and Far West Branches, TO Tacoma.....	\$1.00
FROM Eatonville to Lakehead, inclusive, TO Tacoma.....	1.25
FROM Mineral and Ashford to Success, inclusive, TO Tacoma.....	1.50

Tacoma Eastern delivery only.

EFFECTIVE June 1, 1905.

Expires December 31, 1905, unless otherwise cancelled.

J. G. DICKSON,
G. F. & P. A.

TACOMA EASTERN RAILROAD COMPANY

No. S-93

Special Tariff on LOGS, Carloads, Minimum 5,000 Feet Per Car.

(Cancelling Special Tariff S-81.)

	RATE Per M Ft.
FROM Kapowsin to Nelson (incl.), including Electron and Tanwax Branches, TO Tacoma.....	\$1.00
FROM Eatonville to Lakehead (incl.), TO Tacoma.....	1.25
FROM Alder to Success, inclusive, TO Tacoma.....	1.50
FROM Elbe and points east of Alder, inclusive, TO Tacoma.....	1.75
FROM Ashford and Watkins and points east of Elbe, inclusive, TO Tacoma	2.00

Tacoma Eastern Terminal delivery only.

See Special Tariff S-71 for Switching Charges when cars are switched out of Log Spurs over 500 feet.

Cars to be loaded and unloaded promptly, subject to Car Service Rules and Restrictions.

EFFECTIVE December 1, 1905.

Expires December 31, 1905, unless otherwise cancelled.

J. G. DICKSON,
G. F. & P. A.

Tacoma, Wash., November 25, 1905.

W. R. C. No. X8

T. E. R. R.—G. F. D. No. 31.

TACOMA EASTERN RAILROAD COMPANY

Local Distance Tariff on LOGS, Carloads, Between All Stations East of
Bismarck, Wash., Only; Minimum 6,000 Feet Per Car.
Effective May 1st, 1906.

DISTANCE—	RATE in Cents Per M Ft.
5 miles or under.....	\$0.50
10 miles or under.....	.60
15 miles or under.....	.70
20 miles or under.....	.80
25 miles or under.....	.90
30 miles or under.....	1.00
35 miles or under.....	1.10
40 miles or under.....	1.15
45 miles or under.....	1.20
50 miles or under.....	1.25
55 miles or under.....	1.30
60 miles or under.....	1.35

See Switching Tariff G. F. D. No. 30, W. R. C. No. X7 for switching charges
when switched out of log spurs over 500 feet.

Cars to be loaded and unloaded promptly, subject to Car Service Rules
and Restrictions.

To arrive at rate to Tacoma, Wash., add rates from Bismarck, to Tacoma
as shown in GFD 32, WRC X9 of May 1, 1906, or subsequent issues thereof.

J. G. DICKSON,
G. F. & P. A.

Tacoma, Wash., April 12, 1906.

W. R. C. X9

T. E. R. R.—G. F. D. No. 32

TACOMA EASTERN RAILROAD COMPANY

Local Tariff on LOGS, Carloads, Minimum 6,000 Feet Per Car.
Issued April 12, 1906. Effective May 1, 1906.

FROM Bismarck, Wash., TO Tacoma, Wash.....	RATE in Cents Per M Ft.
	\$0.50

See Switching Tariff G. F. D. 30, W. R. C. X7 for switching charge when
switched out of log spurs over 500 feet.

Cars to be loaded and unloaded promptly, subject to Car Service Rules
and Restrictions.

J. G. DICKSON,
G. F. & P. A.

Tacoma, Wash.

G. F. D. No. 76
(T. E. R. R.)—W. R. C. No. 7
Special Tariff on LOGS, Trainloads, Minimum 5,000 Feet Per Car, 10 Cars or
More Per Train.
Effective November 1st, 1906.

	RATE in Cents Per M Ft.
FROM all stations, Kirby to Midway, inc., including Tanwax and Elec- tron Branches, TO Tacoma, Wash.....	\$1.00
FROM all stations east of Midway to Eatonville, inclusive, TO Tacoma	1.20
The above rates will apply only from and to points named and on logs being cut from St. Paul & Tacoma Lumber Company's lands by the Northern Coast Timber Company and consigned to the St. Paul & Tacoma Lumber Com- pany's mills at Tacoma.	

J. G. DICKSON,
G. F. & P. A.

W. R. C. No. 11
Cancels
W. R. C. X-8 and X-9

T. E. R. R.—G. F. D. No. 80
Cancels G. F. D. No. 31, Cancels G. F. D. No. 32.

TACOMA EASTERN RAILROAD COMPANY

Local Distance Tariff on LOGS, Carloads, Minimum 6,000 Feet Per Car.
Between all stations east of Bismarck, Wash., only.
For rates to Tacoma, Wash., add 50c per 1,000 ft. to rate to Bismarck.
Issued December 13, 1906. Effective December 15, 1906.

DISTANCE—	RATE in Cents Per M Ft.
5 miles or under.....	\$0.50
10 miles or under.....	.60
15 miles or under.....	.70
20 miles or under.....	.80
25 miles or under.....	.90
30 miles or under.....	1.00
35 miles or under.....	1.10
40 miles or under.....	1.15
45 miles or under.....	1.20
50 miles or under.....	1.25
55 miles or under.....	1.30
60 miles or under.....	1.35

See Switching Tariff G. F. D. No. 30, W. R. C. X7 for switching charges
when switched out of log spurs over 500 feet.

Cars to be loaded and unloaded promptly, subject to Car Service Rules
and Restrictions.

J. G. DICKSON,
G. F. & P. A.

Tacoma, Wash.

TACOMA EASTERN RAILROAD COMPANY

Supplement No. 1 to Special Tariff G. F. D. No. 76 (T. E. R. R.) W. R. C. No. 7 on LOGS, Trainloads, Minimum 5,000 Feet Per Car, Ten Cars or More Per Train; Effective November 1, 1906.

Effective April 22, 1907, owing to this company's inability to furnish any specified number of cars for this traffic, train minimum of ten cars will be cancelled.

Tacoma, Washington, April 20, 1907.

SAMUEL WILSON,
G. F. & P. A.

IX.

That between the 31st day of December, 1905, and the 1st day of November, 1906, no tariff has been produced covering the rate in effect during that period, but a rate of one dollar (\$1.00) per thousand (1,000) on logs was paid by the Tidewater Lumber Company from stations named in paragraph six (6) hereof, to Tacoma.

X.

That under date of December 6, 1915, R. M. Calkins, then traffic manager of the Chicago, Milwaukee & St. Paul Railway Company, addressed the following communication to the Public Service Commission of Washington:

**"CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
Traffic Manager.**

File B.

Seattle, Wash., Dec. 6, 1915.

Washington Public Service Commission, Olympia, Washington.

Gentlemen: Permit me to formally present to your honorable body the subject of a long term dispute between the Milwaukee Company and the Tacoma Eastern R. R. on the one hand, with the St. Paul & Tacoma Lumber Co., and the North Coast Timber Co., on the other hand, as to the propriety of certain charges for switching cars of logs originating on the Tacoma Eastern R. R.

Several weeks ago Mr. Burroughs discussed the subject in rather general terms with Honorable Commissioner Spinning and Mr. Calderhead, statistician, when they were in Seattle on other matters, and in conformity with suggestion made at that time it is now formally and in detail presented to the Commission.

Prior to the acquisition of the Tacoma Eastern R. R. by the Chicago, Milwaukee & Puget Sound Ry., the Tacoma Eastern R. R. handled logs cut by the Cascade Timber Co., and their successor, the North Coast Timber Co., to the St. Paul & Tacoma Lumber Co., at Tacoma, at a rate of \$1.00 per 1,000 ft. minimum 5,000 ft. per car, this rate being published in T. E. R. R., G. F. D. No. 76, W. R. C. No. 7. The logs were delivered at the St. Paul & Tacoma Lumber Co.'s log dump via the Northern Pacific Railway, the service for the movement over the N. P. Ry. being performed by the Tacoma Eastern R. R. engine under a contract between that line and the N. P. Ry. by which a charge of 50c per car accrued to the N. P. Ry. and was paid by the consignee or consignor.

The delivery service over the N. P. Ry. tracks was discontinued, effective October 14, 1910, with the cancellation of the contract between the N. P. Ry. and the Tacoma Eastern R. R. Effective on the same date the Chicago, Milwaukee & Puget Sound Ry. issued its tariff P. C. L. No. 399-A, WRC No. 75, which tariff was later succeeded by C. M. & St. P. Ry., G. F. D. No. 11849-A, W. P. S. C. No. 81 carrying a charge of 50c per car for switching at Tacoma, the intent being to secure to the Chicago, Milwaukee & St. Paul Ry. and its predecessor, the same terminal switching rate as charged against the logs by the Northern Pacific Railway.

The payment of this charge of 50c per car has been continually protested by consignee and consignor and the subject has been one of continuous argument and discussion between the parties involved up to the present time. In this period some 13,000 to 14,000 cars of logs have been moved and there is outstanding in the Tacoma station uncollected account an amount in round figures, \$6,500.00.

The contract between the Tacoma Eastern R. R. and the North Coast Timber Co. (Cascade Timber Co.) provides 'the rates * * * shall include the privilege of using such facilities as the party of the first part (Tacoma Eastern R. R.) may have at the city of Tacoma for dumping logs.' (Complete copy of contract enclosed.)

The Tacoma Eastern was and is the owner of a certain piece of property in Tacoma located adjacent to Puyallup waterway and the St. Paul & Tacoma Lumber Co. log pond; immediately south of 11th street south on which there was constructed by the Chicago, Milwaukee & Puget Sound Ry. a piece of track connecting with other Chicago, Milwaukee & Puget Sound Ry. rails in the terminals on the Tacoma tidelands. This was commonly known as a Chicago, Milwaukee & Puget Sound Ry. track but being operated in making delivery of logs to the above referred to log dump on log shipments moving from the Tacoma Eastern R. R. stations, we cannot very well deny that the facility was more or less a joint proposition as between the Tacoma Eastern R. R. and the Chicago, Milwaukee & Puget Sound Ry., particularly in view of the fact that the log trains from off the Tacoma Eastern R. R. are actually moved by Tacoma Eastern R. R. motive power over the tracks of Tacoma Eastern R. R. property serving the log dump and that, therefore, by virtue of the contract between the Tacoma Eastern R. R. and the North Coast Timber Co. (Cascade Timber Co.) the Tacoma Eastern R. R. is obligated to assume the expense of 50c per car for operating over the rails owned by the Chicago, Milwaukee & Puget Sound Railway.

In view of the conditions above recited we have reached the conclusion that the position maintained in this matter is untenable and that the Chicago, Milwaukee & Puget Sound Ry. published in its tariff P. C. L. No. 399-A., and subsequent issues a charge which should be absorbed by a regular published absorption tariff of the Tacoma Eastern R. R. for use of the tracks of the Chicago, Milwaukee & Puget Sound Ry. reaching the log dump.

The matter is one which cannot be settled except by presentation to and authority received from the Public Service Commission and we are therefore presenting the matter for your consideration with the prayer that the Tacoma Eastern R. R. be given authority to absorb the tariff charges in P. C. L. No. 399-A. and succeeding issues retroactively to the date of original publication, thus allowing us to lawfully cancel from our records the uncollected amounts against the St. Paul & Tacoma Lumber Co.—North Coast Timber Co.—and in lieu thereof under the retroactive tariff of the Tacoma Eastern R. R. allow that line to make the absorption.

In connection with this matter there is also involved the matter of charges collected on logs from points on the Tacoma Eastern R. R. intermediate with the movement covered by Tacoma Eastern R. R. G. F. D. No. 76 and its succeeding issues on which charges at higher rates than those paid under the tariff which moved the logs of the North Coast Timber Co. (Cascade Timber Co.) to the St. Paul & Tacoma Lumber Co.

The question of discriminatory rates and overcharge under these other tariffs was brought to attention in the general talk on the matter with Messrs. Spinning and Calderhead and subsequent thereto an investigation was made developing the fact that in the period covered by the tariffs referred to there were moved only 205 cars of logs from and to various consignees and consignors.

It will be the purpose of both the Tacoma Eastern R. R. and the Chicago, Milwaukee & St. Paul Ry. to remove any suggestion of discriminatory charges or violation of the long and short haul provision of the Public Service Commission act and as to charges in excess of those collectible under T. E. R. R. G. F. D. No. 76 and succeeding issues, refund will be made by the Tacoma Eastern R. R. to all claimants down to the basis prescribed in that tariff.

I am attaching hereto as exhibits a map of the terminal situation at Tacoma as involved in this matter as well as copies of the tariffs mentioned and trust that the entire matter may have the early consideration of your honorable Commission.

Yours truly,
R. M. CALKINS,
Traffic Manager."

(In paragraph nine (9) of complainant's complaint the term "Northern Coast Timber Company" is used. In the testimony and other places, the company is referred to as "North Coast Timber Company.")

That following the receipt of said communication the Public Service Commission granted Orders 2001 and 2002 as follows:

"BEFORE THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

In re Application of the Tacoma Eastern Railroad Company, the Chicago, Milwaukee & Puget Sound Railway Company and the Chicago, Milwaukee & St. Paul Railway Company for permission to waive collection for switching charges on logs in carload lots from track connections of Tacoma Eastern Railroad to St. Paul & Tacoma Lumber Co.'s log dump in Tacoma, Wash., between the dates of October 14, 1910, and February 14, 1916, both inclusive.

ORDER.
No. 2001

This cause coming on regularly to be heard this 10th day of February, 1916, before the Public Service Commission of Washington on the application of the Tacoma Eastern Railroad Company, the Chicago, Milwaukee & Puget Sound Railway Company, and the Chicago, Milwaukee & St. Paul Railway Co. for authority to disregard the provisions of Chicago, Milwaukee & Puget Sound Railway Company's tariff No. P. C. L. No. 399-A, being W. R. C. No. 75 and the Chicago, Milwaukee & St. Paul Railway Company's tariff G. F. D. No. 11849-A., W. P. S. C. No. 81—the tariffs above referred to carrying a charge of 50c per car on logs in carload lots for switching at Tacoma between the Tacoma Eastern Railroad Company's track connection with the Chicago, Milwaukee & Puget Sound Railway and its successor, the Chicago, Milwaukee & St. Paul Railway, to the log dump of the St. Paul & Tacoma Lumber Co., and it appearing to the Commission that a certain contract was entered into between the Tacoma Eastern Railroad Company and the North Coast Timber Company (Cascade Timber Co.) providing that the rates named in the contract shall include the privilege of using such facilities as the Tacoma Eastern Railroad Company may have at the city of Tacoma for dumping logs, and that the Chicago, Milwaukee & Puget Sound Railway Company acquired the properties of the Tacoma Eastern Railroad Company and that prior to said acquisition the Tacoma Eastern Railroad Company handled logs cut by the Cascade Timber Co., and its successor the North Coast Timber Co., to the St. Paul & Tacoma Lumber Co., at Tacoma, Wash., at the rate of \$1.00 per 1,000 feet, minimum 5,000 feet per car, this rate being published in Tacoma Eastern Railroad Company's tariff G. F. D. No. 76, W. R. C. No. 7, and that such logs were delivered at the St. Paul & Tacoma Lumber Company's log dump via the Northern Pacific Railway, the service for such movement over the Northern Pacific Railway from its track connection with the Tacoma Eastern Railroad was performed by the Tacoma Eastern Railroad Company's engines under the contract between that line and the Northern Pacific Railway by which a charge of 50c per car accrued to the Northern Pacific Railway Co. which charge was to be and was paid by the consignee or consignor; the delivery service from the Northern Pacific Railway Company's tracks was discontinued October 14, 1910, and that the Tacoma Eastern Railroad Company was and is the owner of certain pieces of property located adjacent to the Puyallup waterway and also adjacent to the St. Paul & Tacoma Lumber Company's log pond immediately south of 11th street south upon which was constructed by the Chicago, Milwaukee & Puget Sound Railway Company a piece of track connect-

ing with other Chicago, Milwaukee & Puget Sound Railway Company's rails of their terminals on the Tacoma tideflats; and it further appearing to the Commission that this was commonly known as the Chicago, Milwaukee & Puget Sound Railway Company's track but being operated in making delivery of logs to the St. Paul & Tacoma Lumber Company's log dump on log shipments moving from Tacoma Eastern Railroad stations but in view of the clause in the contract above referred to that the rates entered into between the Tacoma Eastern Railroad Company and the Cascade Timber Company, and its successor the North Coast Timber Co., included delivery and the use of such facilities as the Tacoma Eastern Railroad Company might have in the city of Tacoma for dumping logs; that the tracks of the Chicago, Milwaukee & Puget Sound Railway were laid upon the property owned by the Tacoma Eastern Railroad Company, thereby rendering it a portion of the Tacoma Eastern Railroad Company's terminals in the city of Tacoma, it therefore appears that the said tariffs above referred to as numbers 399-A WRC 78 of the Chicago, Milwaukee & Puget Sound Railway Company, and G. F. D. No. 11849-A of the Chicago, Milwaukee & St. Paul Railway Company, being W. P. S. C. No. 81, created an unreasonable and excessive charge, in violation of the tariffs of the Tacoma Eastern Railroad Company and its successor the Chicago, Milwaukee & Puget Sound Railway Company and its successor the Chicago, Milwaukee & St. Paul Railway Company; and it appearing to the Commission that said charges are unreasonable and excessive and that effective February 15, 1916, the Chicago, Milwaukee & St. Paul Railway Company and the Tacoma Eastern Railroad Company, by supplement to G. F. D. No. 11453-A provide for the delivery to the log dump of the St. Paul & Tacoma Lumber Company in Tacoma without additional charge from that named in the tariff for the transportation of logs from points on the Tacoma Eastern Railroad; it was on the day and date first above set out by the Commission,

Ordered, That the Tacoma Eastern Railroad Company, the Chicago, Milwaukee & Puget Sound Railway Company and the Chicago, Milwaukee & St. Paul Railway Company, do, within thirty days from the date of this order cancel all charges assessed by said carriers against all shipments of logs in carload lots moving between the dates of October 14, 1910, and February 14, 1916, both inclusive, covered by the Chicago, Milwaukee & Puget Sound Railway Company's P. C. L. No. 399-A, W. R. C. 75 and reissues thereof, being Chicago, Milwaukee & St. Paul Railway Company's G. F. D. No. 11849-A, W. P. S. C. No. 81.

The reasons for this order are specifically set out in the findings above, which are hereby referred to and made a part of said order.

Witness, The Public Service Commission of Washington this 15th day of March, 1916.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

By C. A. Reynolds, Chairman;

Arthur A. Lewis, Commissioner;

Frank R. Spinning, Commissioner.

Attest:

J. H. Brown, Secretary.

"BEFORE THE PUBLIC SERVICE COMMISSION OF WASHINGTON.

In re Application of the Tacoma Eastern Railroad Company and the Chicago, Milwaukee & St. Paul Railway Company for permission to refund all charges collected by them from intermediate stations, Kirby to Midway inclusive, including the Tanwax and Electron Branches to Tacoma, Wash., and all stations east of Midway to Eatonville, inclusive, to Tacoma, Wash., in excess of the rate set out in Tacoma Eastern R. R. Co.'s GFD No. 76, WRC No. 7, and succeeding issues thereof by the Chicago, Milwaukee & Puget Sound Ry. Co., and the Chicago, Milwaukee & St. Paul Ry. Co.

ORDER.
No. 2002.

This cause coming on regularly to be heard this 10th day of February, 1916, before the Public Service Commission of Washington on the application

of the Tacoma Eastern Railroad Co., the Chicago, Milwaukee & Puget Sound Railway Co., and the Chicago, Milwaukee & St. Paul Railway Company, for permission to remove discriminatory charges or charges in excess of those collectible under the Tacoma Eastern Railroad Company's tariff G. F. D. No. 76, WRC No. 7 and succeeding issues thereof and it appearing to the Commission that said tariff No. 76 and succeeding issues thereof by the Tacoma Eastern Railroad Co., the Chicago, Milwaukee & Puget Sound Railway Co., and the Chicago, Milwaukee & St. Paul Ry. are in violation of the law; and it further appearing to the Commission that in the statement of the petitioner it is set forth that the Chicago, Milwaukee & Puget Sound Railway acquired the property of the Tacoma Eastern Railroad Company and that the Chicago, Milwaukee & Puget Sound Railway was acquired by the Chicago, Milwaukee & St. Paul Railway Company and that no injustice or injury will be done to any person or locality by reason of the granting of said application, it was on the day and date first above set out, by the Commission

Ordered, That the Tacoma Eastern Railroad Company, and its successors the Chicago, Milwaukee & Puget Sound Railway Company and the Chicago, Milwaukee & St. Paul Railway Company, do within ninety (90) days from the date of the service of this order refund to all claimants as their interests may appear, all sums collected by them in excess of the charge that would have accrued by applying the rate named in the Tacoma Eastern Railroad Company's tariff G. F. D. No. 76 and the succeeding issues thereof on logs in car-load lots from all intermediate stations Kirby to Midway inclusive, including the Tanwax and Electron Branches to Tacoma and all stations east of Midway to Eatonville inclusive to Tacoma, Washington, the object of this order being to eliminate the restrictions of the application of this tariff and succeeding issues thereof, making the rates also apply from intermediate stations to Tacoma.

The reasons for this order being fully set out in the findings above, the same are hereby referred to and made a part of this order.

Witness, The Public Service Commission of Washington this 15th day of March, 1916.

THE PUBLIC SERVICE COMMISSION OF WASHINGTON,

By C. A. Reynolds, Chairman;
Arthur A. Lewis, Commissioner;
Frank R. Spinning, Commissioner.

Attest:

J. H. Brown, Secretary.

That as to the St. Paul and Tacoma Lumber Company, the switching charges under said Order No. 2001 have been cancelled, and under Order No. 2002 the St. Paul and Tacoma Lumber Company has been refunded all excess charges.

XI.

That between the 1st day of June, 1905, and the 31st day of December, 1910, the Tidewater Lumber Company shipped

From Nelson to Tacoma.....	568 cars of saw logs
From Garvin to Tacoma.....	99 cars of saw logs
From Kirby to Tacoma.....	992 cars of saw logs
From Murphy to Tacoma.....	671 cars of saw logs
From Tanwax to Tacoma.....	3,405 cars of saw logs

upon all of which logs, it was charged and paid rates in excess of those contemporaneously charged and collected of the St. Paul & Tacoma Lumber Company and the charges on said shipments were all assessed on the basis of a higher minimum load per car than the shipments of the St. Paul & Tacoma Lumber Company, although all the cars contained less than the minimum of five thousand (5,000) feet accorded to the said St. Paul & Tacoma Lumber Company, and although its said logs moved from and between points inter-

mediate with and a lesser distance from Tacoma than the shipments contemporaneously made by the said St. Paul & Tacoma Lumber Company under its contract with the defendant above referred to. At the charges collected, the excess of what the charges would have been if based upon the charges made against the St. Paul & Tacoma Lumber Company is as follows:

From Nelson	568 cars	\$555.64
From Garvin	99 cars	63.37
From Kirby	992 cars	1,689.53
From Murphy	671 cars	330.85
From Tanwax	3,405 cars	8,534.38

The details being shown is a stipulation between the parties hereto, being Exhibit No. 1.

XII.

That for a valuable consideration to it in hand paid by the complainant herein, the said Tidewater Lumber Company prior to the institution of the action hereinafter referred to, sold, assigned and set over unto the complainant herein, James A. Belcher, all of its right, title and interest in and to the said overcharges so made by the said defendant.

Opinion.

This case signally represents the grief and evil engendered by parties failing to catch the spirit of and abide by the law. Those who were primarily at fault have passed from the scene of action, but the mischief done by them survives to perplex those who are living under a new order of things. The saddest feature of this controversy is that the reparation granted will become a charge upon the present shippers, although they are not in any manner at fault. While the amount paid in this case may not reflect itself in the rates to be charged by the railroad company, it certainly will take out of its treasury money that might well be used for further maintenance of equipment and facilities.

The Tacoma Eastern Railroad Company did things that were unlawful.

The Chicago, Milwaukee & St. Paul Railway Company, when it became the practical owner of the Tacoma Eastern Railroad Company, sought to make some amends for the faults of its predecessor and it solicited the Public Service Commission to grant the orders above referred to. There was, probably, merit in the company's asking the cancellation of switching charges, for they had not been collected and were likely uncollectable. The company went further and spoke about granting reparation where there had been discrimination practiced. As most of this discrimination related to products transported more than two years prior to the time the application was made for reparation, it is highly probable that the Public Service Commission was wrong in entering Order No. 2002. It undoubtedly would have been far wiser on the part of the Commission to have ignored that application and to have declared in refusing to do so, that the two-year provision within which claims for reparation are to be filed, is one concerning the jurisdiction of the Commission and not, in any sense, a statute of limitations. If the two-year cause is to be construed as a statute of limitations, then many a perplexing problem will spring up to vex the Commission and demand for its guidance men skilled in law.

The claim in this controversy is purely one growing out of discrimination. How are we going to measure the complainant's damages? If we are to measure them by the rules of the common law, we are entering upon a field of much perplexity. If we are to presume in each instance where there has been discrimination that the damages are the excess amount of the charges for the short haul over the charges for a longer haul, then the problem will be no more complicated than when granting reparation where we find a rate is excessive and unreasonable.

In the case before us, in the letter written by Mr. Calkins, it is said:

"It will be the purpose of both the Tacoma Eastern Railroad and the Chicago, Milwaukee & St. Paul Railway to remove any suggestion of discriminatory charges of violation of the long and short haul provision of the Public Service Commission Act, and as to charges in excess of those collectible under T. E. R. R., G. F. D. No. 76, and succeeding issues, refund will be made by the Tacoma Eastern Railroad to all claimants down to the basis prescribed in that tariff."

Based upon this letter, the Commission in its Order No. 2002 ordered as follows:

"That the Tacoma Eastern Railroad Company and its successors, the Chicago, Milwaukee & Puget Sound Railway Company, the Chicago, Milwaukee & St. Paul Railway Company do within ninety (90) days from the date of the service of this order refund to all claimants as their interests may appear, all sums collected by them in excess of the charge that would have accrued by applying the rate named in the Tacoma Eastern Railroad Company's Tariff G. F. D. No. 76 and the succeeding issues thereof on logs in carload lots from all intermediate stations Kirby to Midway inclusive, including the Tanwax and Electron branches to Tacoma and all stations east of Midway to Eatonville inclusive to Tacoma, Washington, the object of this order being to eliminate the restrictions of the application of this tariff and succeeding issues thereof, making the rates also apply from intermediate stations to Tacoma."

This letter has been treated by our supreme court in the case of *Belcher v. Tacoma Eastern Railroad Company* as a confession. Being such, it is an admission that the company should return to all claimants the excess amounts collected of them over and above what would have been charged under Tariff G. F. D. No. 76. It does not appear to us that it is a confession to pay interest upon the several different items of overcharge from their respective dates, but interest, in our judgment, should be allowed at the legal rate from ninety (90) days after the date of service of Order No. 2002 upon the Tacoma Eastern Railroad Company.

We have carefully noted the objections from one (1) to six (6) made by the Tacoma Eastern Railroad Company through its attorney, Mr. F. M. Dudley, but feel ourselves concluded by the decision of the supreme court in *Belcher v. Tacoma Eastern Railroad Company*, *supra*.

Order.

Wherefore, It Is Ordered, That the Tacoma Eastern Railroad Company, within thirty (30) days from the service of this order, refund to the complainant the sum of eleven thousand one hundred seventy-three dollars and seventy-seven cents (\$11,173.77) together with interest thereon from the 30th day of March, 1916, at the rate of six per cent (6%) per annum.

No. 4550.

**In re Transportation of Special Agents of the Public Service Commission
Engaged in Investigation of Transportation.**

Order authorizing cancellation of charges for transportation of special agents.

December 1, 1918, the Commission entered the following

Order.

The Public Service Commission of Washington heretofore having requested the Great Northern Railway Company to furnish transportation to certain special agents of the Commission engaged in investigating transportation in the State of Washington, particularly as to the carrying of passengers without any charge being made therefor; and

The Great Northern Railway Company having by its letter of November 26th, 1917, offered to cancel charges for the transportation of such special agents to the amount of two hundred sixty-five dollars and forty-five cents (265.45); and the Commission being fully advised,

It Is Ordered, That the said company be, and the same is hereby, authorized and directed to cancel said charges in the sum of two hundred sixty-five dollars and forty-five cents (\$265.45).

No. 4555.

The Public Service Commission of Washington ex rel. S. S. Bailey, Complainant, v. Great Northern Railway Company, Respondent.

Complaint by hotel owner to abate nuisance of ringing of crossing bell; dismissed for lack of jurisdiction.

March 18, 1918, the Commission entered the following

Findings and Order.

In the above entitled matter the complainant desires the abatement of a nuisance in that the ringing of a grade crossing bell maintained by the respondent upon its railway line located near complainant's hotel, is annoying to his guests,

It appearing to the Commission that the abatement of a nuisance is not within its jurisdiction,

It Is Ordered, That this case be and the same is hereby dismissed.

No. 4560.

Cargo Shingle Company and Jamison Mill Company, Complainants, v. Northern Pacific Railway Company, Chicago, Milwaukee & St. Paul Railway, and Great Northern Railway Company, Respondents.

Complaint regarding distribution of cars during period of shortage; held that during car shortage periods carriers should use a uniform system of rating of the car capacity requirements for the distribution of cars to the shingle mills of Everett; ordered that carriers follow schedule prepared by Commission.

Hearings were had at Everett, January 8, 1918, and April 17, 1918, and May 23, 1918, the following Findings and Order were issued:

Findings of Fact.

I.

That the complainants Cargo Shingle Company and Jamison Mill Company are corporations existing under and by virtue of the laws of the State of Washington and are engaged in the manufacture and sale of shingles at Everett, Wash.

II.

That the respondents Northern Pacific Railway Company, Chicago, Milwaukee & St. Paul Railway Company and Great Northern Railway Company are common carriers engaged in the transportation of freight for hire within the State of Washington.

III.

That at all times in these findings mentioned there were and still are in Everett, Washington, the following shingle mills with the installed shingle machines as follows:

	Number and Kind of Machines		
	Sumner Upright	Double Block	Ten Block
C. B. Lumber Company.....	10	0	0
Jamison Mill Company.....	22	0	0
Cargo Shingle Company.....	9	0	0
F. K. Baker Lumber Company.....	9	1	0
Everett Mutual.....	4	0	0
Everbest Shingle Company.....	8	0	0
Hartley Shingle Company.....	0	2	0
Everett Shingle Company.....	5	0	0
Clough Hartley Company.....	16	1	3
Seaside Shingle Mill.....	14	0	0
C. A. Blackman & Company.....	3	1	0
Garner Shingle Company.....	2	0	0
Riverview Shingle Company.....	6	0	0

That in addition to the shingle machines the following companies have saw and planing machinery installed as follows:

F. K. Baker Lumber Co.....	Band head saw, resaw edger and slasher
Clough Hartley Co.....	Band head saw, resaw edger and slasher
C. A. Blackman & Co....	Band head saw, small edger and band resaw

That the Riverview Shingle Company is dismantled and under the process of being reconstructed.

IV.

That each of the above named mills have a kiln capacity practically in proportion to the cutting capacity of each mill.

V.

That the total shingles manufactured in Everett, Washington, by each separate mill during the years 1916 and 1917 were as follows:

	Per Cent.	1916	Per Cent.	1917
C. B. Lumber Co.....	10.0	82,156,000	10.7	101,697,000
Jamison Mill Co.....	16.2	133,451,000	17.2	163,763,000
Cargo Shingle Co.....	6.0	49,266,000	5.9	55,829,000
F. K. Baker Lumber Co.....	0.0	Not Available	4.7	44,735,000
Everett Mutual Mill Co.....	5.0	41,060,000	3.3	31,107,000
Everbest Shingle Co.....	7.0	57,411,000	5.9	56,356,000
Hartley Shingle Co.....	3.2	26,296,000	6.0	57,134,000
Everett Shingle Co.....	3.5	28,543,000	3.0	29,088,000
Clough-Hartley Co.....	29.4	242,681,000	27.2	258,532,000
Seaside Shingle Mill.....	11.5	95,286,000	10.9	104,054,000
C. A. Blackman & Co.....	4.0	33,028,000	1.8	16,510,000
Riverview Shingle Co.....	Not Available		Not Available	
Garner Shingle Co.....	4.2	34,469,000	3.4	32,170,000

VI.

That the total number of days each mill operated during the years 1916 and 1917, and the average number of shingles manufactured were as follows:

	1916		1917	
	No. Days	Average No. of Shingles Made	No. Days	Average No. of Shingles Made
		Per Day		Per Day
C. B. Lumber Co.....	240	342,000	281	362,000
Jamison Mill Co.....	223	578,000	231	707,000
Cargo Shingle Co.....	173	285,000	160	347,000
F. K. Baker Lumber Co.....	None		168	266,000
Everett Mutual Mill Co.....	283	145,000	230	135,000
Everbest Shingle Co.....	208	276,000	212	266,000
Hartley Shingle Co.....	119	221,000	240	238,000
Everett Shingle Co.....	220	130,000	201	145,000
Clough-Hartley Co., Old Mill....	271	527,000	271	583,000
Clough-Hartley Co., New Mill..	252	374,000	227	443,000
Seaside Shingle Mill.....	266	358,000	237	485,000
C. A. Blackman & Co.....	198	167,000	110	150,000
Garner Shingle Co.....	260	133,000	237	136,000
Riverview Shingle Co.....	Not Available		Not Available	

VII.

That no shingle company in Everett, Washington, operated to capacity for the years 1916 or 1917 and that no shingle company operated more than 283 days in either the years 1916 or 1917.

VIII.

That car shortage and labor troubles were the principal factors why the shingle mills of Everett did not operate to capacity during the years 1916 and 1917.

IX.

That the normal output of each shingle plant operating under average conditions, the cubical capacity of box cars necessary per day to handle the output of each shingle mill and the normal percentage of car capacity requirements each mill bears to the other is as follows:

	Normal Output Shingles	Cubical Capacity Box Cars Necessary	Normal Percentage of Car Requirements By Each Mill
C. B. Lumber Co.....	300,000	2,900 Cubic Feet	7.1
Jamison Mill Co.....	600,000	5,800 Cubic Feet	14.2
Cargo Shingle Co.....	260,000	2,500 Cubic Feet	6.2
F. K. Baker Lumber Co....	460,000	3,450 Cubic Feet	10.9
Everett Mutual Mill Co....	120,000	1,140 Cubic Feet	2.8
Everbest Shingle Co.....	240,000	2,300 Cubic Feet	5.7
Hartley Shingle Co.....	175,000	1,700 Cubic Feet	4.1
Everett Shingle Co.....	135,000	1,300 Cubic Feet	3.2
Clough-Hartley Co.....	1,250,000	12,000 Cubic Feet	27.6
Seaside Shingle Co.....	420,000	4,000 Cubic Feet	10.0
C. A. Blackman & Co.....	200,000	1,900 Cubic Feet	4.7
Garner Shingle Co.....	60,000	600 Cubic Feet	1.4
Riverview Shingle Co.....	Not Available		
Total	4,220,000	39,590	99.9

X.

That the tabulated statement Exhibit "A" shows the normal percentage of cars required by each shingle mill, the percentage of cars each mill received and the total cars furnished the shingle mills of Everett by the respondents during the year 1917.

EXHIBIT "A"—STATEMENT OF THE NORMAL PERCENTAGE OF CARS REQUIRED BY EACH MILL, THE NUMBER OF CARS FURNISHED, AND THE PER CENT. OF CARS EACH MILL RECEIVED OF THE TOTAL CARS FURNISHED THE SHINGLE MILLS OF EVERETT, WASHINGTON, BY THE RAILROAD COMPANIES DURING YEAR 1917.

	Normal Per Cent. Required by Each Mill	JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE	
		No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.
C. B. Lumber Co.....	7.1	18	8.1	20	10.9	17	9.9	26	8.0	36	7.5	43	7.2
Jamison Mill Co.....	14.2	30	13.4	30	16.3	20	11.7	40	15.0	74	15.4	83	13.9
Cargo Shingle Co.....	6.2	17	7.6	11	6.0	13	7.6	18	5.5	30	6.2	23	3.9
F. K. Baker Lumber Co.....	10.9	.....	.....	.....	.....	.....	.....	21	6.4	23	5.8	45	7.5
Everett Mutual Mill Co.....	2.8	11	4.9	7	3.8	7	4.1	11	3.4	15	3.1	14	2.3
Everbest Shingle Co.....	5.7	15	6.7	11	0.0	12	7.0	17	5.2	26	5.4	35	5.9
Hartley Shingle Co.....	4.1	10	4.5	7	3.8	12	7.0	18	5.5	29	6.0	30	5.0
Everett Shingle Co.....	3.2	12	5.4	6	3.3	7	4.1	11	3.4	15	3.1	13	2.2
Cough Hartley Co.....	20.6	74	33.2	66	35.8	48	28.1	87	23.7	142	22.5	203	34.8
Seaside Shingle Mill.....	10.0	36	16.2	26	14.1	21	12.3	41	12.6	50	10.4	68	11.4
C. A. Blackman Co.....	4.7	.....	.....	.....	.....	6	3.5	14	4.3	18	3.7	22	3.7
Garner Shingle Co.....	1.4	.....	.....	.....	.....	8	4.7	13	4.0	19	3.9	13	2.2
Tota's.....	.....	223	100.0	184	100.0	171	100.0	326	100.0	482	100.0	597	100.0

	JULY	AUGUST		SEPTEMBER		OCTOBER		NOVEMBER		DECEMBER		TOTAL	
		No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.	No. of Cars	Per Cent.
C. B. Lumber Co.....	24	48	13.0	45	14.2	43	12.6	23	8.9	27	9.8	380	9.8
Jamison Mill Co.....	67	88	23.9	56	17.7	7	2.1	13	5.0	46	16.8	563	14.4
Cargo Shingle Co.....	16	1	.3	1	.3	32	9.4	21	8.1	5	1.8	188	4.8
F. K. Baker Lumber Co.....	19	6	1.6	3	.9	33	11.1	32	12.4	30	14.3	231	5.9
Everett Mutual Mill Co.....	14	13	3.5	9	2.8	3	.9	10	3.9	10	3.7	124	3.2
Everbest Shingle Co.....	23	27	7.3	13	4.1	13	3.8	11	4.3	13	4.7	216	5.6
Hartley Shingle Co.....	24	24	6.5	29	9.2	21	6.2	12	4.7	18	6.6	234	6.0
Everett Shingle Co.....	8	12	3.3	10	3.2	12	3.5	11	4.3	8	2.9	114	2.9
Cough Hartley Co.....	111	145	39.3	103	32.5	107	31.4	68	26.3	60	21.9	1,219	31.3
Seaside Shingle Mill.....	27	2	.5	39	12.3	56	16.4	42	16.3	87	13.5	445	11.4
C. A. Blackman Co.....	14	3	.8	3	.9	0	.0	3	1.1	3	1.1	86	2.2
Garner Shingle Co.....	11	0	.0	6	1.9	9	2.6	12	4.7	8	2.9	99	2.5
Tota's.....	368	369	100.0	317	100.0	341	100.0	253	100.0	274	100.0	3,869	100.0

XI.

That complainants shipped 30,774,000 shingles by scows to various docks in Everett and Seattle during the year 1917 and received 156 cars for their re-shipment to other points.

That the other Everett mills hereinabove referred to shipped by scows and auto trucks to Everett and Seattle large quantities of shingles for reshipment to other points and were furnished cars by the respondent companies; that all the above named cars furnished for reshipment were in addition to the cars contained in Exhibit "A."

XII.

That during the period when cars are plentiful shingle mills order small size cars to obtain a bonus which prevails in the shingle market for small size cars.

XIII.

That during the period of car shortage cars of large cubical capacity are in demand when cars are allotted on the number of cars basis.

XIV.

That during the car shortage periods all the respondent carriers should use a uniform system of rating of the car capacity requirements for the distribution of cars to the shingle mills of Everett, Washington.

XV.

That while Exhibit "A" shows some discriminations during the year 1917, those discriminations were the result of insufficient data on the part of respondent companies and we do not wish to treat it as undue discrimination, but in further car distribution in case of car shortage we believe the respondents should be principally guided by the normal percentages in Exhibit "A" unless there shall be changed conditions in the mills which should be noted by the carriers.

Wherefore, It Is Ordered, That the respondents in distributing cars to the above mentioned mills in Everett during the period of car shortage shall be practically controlled by the normal percentages in Exhibit "A," provided, however, that in case of changes in said mills, or other mills constructed, altering the relationships as shown by Exhibit "A," then the carriers shall note the same and be guided thereby until the further order of this Commission.

No. 4592.

The North River Timber Company, Complainant, v. Oregon-Washington Railroad & Navigation Company, Respondent.

Action for reparation following Commission decision that \$1.25 log rate was excessive and \$1.00 was fair; held that rate decision was based upon conditions shown at trial of that case rather than at the time of the shipments upon which reparation is asked; ordered that reparation be made on part of the shipments.

Hearing was had at Olympia, April 22, 1918, and June 6, 1918, the following Findings and Order were entered:

Findings of Fact.**I.**

That the respondent the Oregon-Washington Railroad & Navigation Company is a foreign corporation, and, having complied with the laws of the State of Washington, is entitled to do business in said state, and said respondent is engaged in the transportation of property and passengers for hire.

II.

That the complainant is a corporation of the State of Washington and is engaged in the logging business in what is known as the North River country, Grays Harbor County, State of Washington; that the complainant's logging camp is located at Hanna, a spur on the North River Railroad line of the respondent.

III.

That in Cause No. 4248, the parties in said cause being the same parties as in the present cause, this Commission found a rate of one dollar and twenty-five cents (\$1.25) per thousand feet board measure on logs in carload lots, minimum 7,000 feet per car, from Hanna to tidewater points was excessive, and that a rate of one dollar (\$1.00) per thousand feet board measure on logs in carload lots, minimum 7,000 feet per car from Hanna to Cosmopolis, Preachers Slough, South Aberdeen, Aberdeen and Hoquiam was a sufficient commodity rate; and the respondent was directed to prepare and file tariffs in conformity with that order. In said Cause No. 4248, the North River Timber Company did not seek reparation, but only sought to have a fair, reasonable and sufficient rate established. In the present cause (No. 4592) the respondent seeks reparation and claims reparation in the sum of \$4,087.11, together with interest at the rate of six per cent (6%) from respective dates of payment of overcharge.

IV.

That the distance from Hanna Spur to tidewater is practically seven (7) miles.

V.

That the respondent charges the complainant \$1.25 per thousand feet board measure on logs originating at Hanna and destined for the following tidewater points, to-wit: Cosmopolis, Preachers Slough, South Aberdeen, Aberdeen and Hoquiam.

VI.

That the distance from Hanna to Cosmopolis is seven (7) miles, from Hanna to Preachers Slough nine (9) miles, from Hanna to South Aberdeen nine (9) miles, from Hanna to Aberdeen ten (10) miles, and from Hanna to Hoquiam thirteen (13) miles.

VII.

That the following table shows the shipments of logs by the complainant over the respondent's road from Hanna Spur to South Aberdeen from June 29, 1916, to July 2, 1917, both dates inclusive, the amount collected, the overcharge

and interest on overcharge from date of payment shown on respective freight bills:

Date 1916	Freight Bill	Way Bill	Board Feet	Freight Paid	Overcharge	Interest at 6%	Amount of Refund
June 29.....	720- 734	378	118,960	\$148 70	\$29 74	\$3 46	\$33 20
July 3.....	748- 756	407	67,270	84 09	16 82	1 94	18 76
July 3.....	739- 747	406	67,740	86 84	17 37	2 00	19 37
July 5.....	767- 788	416	152,580	170 47	38 08	4 38	42 46
July 10.....	801- 822	443	173,910	217 38	43 48	4 90	48 38
July 11.....	825- 835	448	84,800	105 99	21 19	2 42	23 61
July 12.....	837- 851	460	123,000	153 75	30 75	3 51	34 26
July 13.....	853- 63	462	92,030	115 04	23 01	2 62	25 63
July 14.....	867- 878	472	94,710	118 37	23 68	2 67	26 37
July 17.....	877- 907	487	70,060	87 74	17 55	1 99	19 54
July 5.....	766- 768	417	23,487	27 35	5 87	68	6 55
July 15.....	888- 875	480	61,000	76 22	15 24	1 73	16 97
July 15.....	882- 887	481	44,990	56 24	11 25	1 28	12 53
July 17.....	876- 878	488	21,662	27 08	5 42	61	6 03
July 21.....	925- 937	512	113,660	142 08	28 42	3 20	31 62
July 24.....	941- 950	529	84,780	105 98	21 19	2 38	23 57
July 24.....	951- 954	530	35,330	44 16	8 83	99	9 83
July 25.....	967- 976	535	84,736	105 92	21 18	2 37	23 55
July 25.....	977- 981	536	37,137	48 92	9 78	1 07	10 87
July 26.....	1008-1018	543	87,765	109 71	21 94	2 45	24 39
July 26.....	966-1007	542	107,414	134 27	26 85	3 00	27 85
July 27.....	1032-1046	551	116,515	145 64	27 13	3 25	32 38
July 28.....	1053-1067	555	124,491	155 61	31 12	3 47	34 59
July 29.....	1070-1084	563	126,507	158 13	31 63	3 52	35 15
August 9.....	1188-1202	619	155,791	194 74	38 95	4 26	43 21
August 11.....	1237-1252	638	120,737	150 92	30 18	3 27	33 47
August 11.....	1215-1222	627	72,740	90 93	18 18	1 98	20 16
August 12.....	1266-1276	649	102,041	127 55	25 51	2 78	28 27
August 14.....	1290- 97	659	66,601	83 25	16 65	1 81	18 46
August 15.....	1302-1307	661	65,139	81 42	16 28	1 77	18 05
August 16.....	1307-1317	670	77,076	96 35	19 27	2 07	21 36
August 17.....	1337- 47	670	87,582	107 48	21 87	2 37	24 26
August 19.....	1368-1378	674	97,140	121 43	24 28	2 62	26 90
August 17.....	1348-1351	687	130,313	162 87	32 58	3 53	36 11
August 21.....	1405-1417	706	116,637	145 80	29 16	3 14	32 30
August 23.....	1446-1457	715	127,877	157 85	31 97	3 43	35 40
August 28.....	1531-1543	743	124,614	155 76	31 15	3 31	34 46
August 28.....	1544- 55	748	110,484	138 11	27 62	2 94	30 56
August 28.....	1557-1558	755	119,985	149 98	30 00	3 19	33 19
September 2....	1634- 43	777	105,579	131 97	26 37	2 79	27 18
September 2....	1621-1633	764	125,773	157 22	31 44	3 32	34 76
September 4....	1646-1651	776	147,385	186 73	37 35	3 93	41 28
September 5....	1700- 14	787	138,675	183 34	36 67	3 85	40 52
September 5....	1686- 97	783	124,288	155 36	31 07	3 26	34 33
September 6....	1726- 35	792	97,907	124 87	24 98	2 62	27 60
September 7....	1759- 68	797	87,877	109 87	21 97	2 30	24 27
September 11...	1811- 19	830	82,687	103 36	20 67	2 15	22 82
September 11...	1803- 10	824	75,917	94 90	18 98	1 97	20 95
September 15...	1860- 71	848	98,943	123 68	24 73	2 56	27 29
September 16...	1881- 8	852	65,042	81 30	16 26	1 68	17 94
September 18...	1933- 42	868	75,830	94 79	18 96	1 95	20 91
September 18...	1920- 32	865	106,028	132 54	26 51	2 73	27 24
September 20...	1871- 886	886	108,957	136 20	27 24	2 79	30 03
September 22...	2008- 21	877	118,475	148 12	27 62	3 03	32 65
September 20...	1967- 80	878	120,354	150 44	30 09	3 08	33 17
September 23...	2032- 41	902	87,478	111 87	22 37	2 28	24 65
September 25...	2086- 96	913	95,744	119 68	23 94	2 44	26 38
September 25...	2070- 85	910	125,528	156 91	31 38	3 19	34 57
September 28...	2102-2114	927	106,546	133 18	26 64	2 70	27 34
October 2.....	2174- 82	942	77,387	97 23	19 85	2 00	21 85
October 5.....	2216- 30	966	143,793	179 74	35 95	3 60	37 55
October 6.....	2245- 57	971	133,044	166 31	33 26	3 32	36 58
October 4.....	2193-2204	957	104,521	130 65	26 13	2 62	28 75
October 9.....	2277-2313	976	150,270	187 84	37 57	3 74	41 31
October 9.....	2314- 20	983	67,084	83 86	16 77	1 67	18 44
October 10.....	2332- 41	985	100,371	125 49	25 10	2 47	27 57
October 12.....	2362- 75	976	148,850	181 06	36 21	3 58	37 79
October 12.....	2183- 96	949	130,772	163 47	32 67	3 23	35 92
October 13.....	3274-2404	1003	105,770	132 47	26 50	2 62	27 12
October 16.....	2423- 8	1012	60,074	75 12	15 02	1 48	16 50
October 16.....	2427- 42	1010	131,575	164 47	32 87	3 23	36 13
October 16.....	2443- 8	1018	52,370	65 47	13 10	99	14 09
October 20.....	2848- 97	1041	113,431	141 79	28 36	2 77	31 13
October 20.....	2478- 87	1047	87,857	112 32	22 46	2 19	24 65
October 23.....	2507- 15	1058	74,576	93 25	18 65	1 81	20 46
October 27.....	2535- 44	1083	77,078	98 87	19 77	1 91	21 68
October 27.....	2528- 34	1077	56,822	71 03	14 21	1 37	15 58

<i>Date</i> <i>1916</i>	<i>Freight</i> <i>Bill</i>	<i>Way</i> <i>Bill</i>	<i>Board</i> <i>Feet</i>	<i>Freight</i> <i>Paid</i>	<i>Overcharge</i>	<i>Interest</i> <i>at 6%</i>	<i>Amount</i> <i>of Refund</i>
October 30.....	2550- 9	1090	82,500	103 13	20 63	1 98	22 61
November 2....	2567- 77	1070	73,660	92 08	18 42	1 76	20 13
November 2....	2578- 90	1101	104,940	131 18	26 24	2 51	28 75
November 6....	2600- 15	1121	126,869	158 59	31 72	3 01	34 73
November 9....	2622- 30	1144	74,248	92 81	18 56	1 75	20 31
November 13....	2637- 43	1157	55,227	61 03	13 81	1 29	15 10
November 14....	2646- 51	1167	46,218	57 77	11 55	1 08	12 63
November 15....	2653- 60	1174	63,769	79 71	15 94	1 49	17 43
November 16....	2663- 71	1185	77,858	97 32	19 46	1 81	21 27
November 20....	2683- 92	1211	80,311	100 39	20 08	1 86	21 94
<i>1917</i>							
January 29.....	158- 67	182	9,894	12 37	2 47	20	2 67
February 15....	366- 67	271	16,714	20 89	4 18	33	4 51
February 16....	373- 394	283	14,000	17 50	3 50	27	3 77
February 19....	379- 400	292	14,000	17 50	3 50	27	3 77
February 19....	401-	307	7,431	9 29	1 86	14	2 00
March 5.....	585- 7	409	21,210	26 51	5 30	40	5 70
March 7.....	622-	424	13,036	16 30	3 26	24	3 50
March 8.....	646-	437	7,620	9 53	1 91	14	2 05
March 17.....	830-	486	7,000	8 75	1 75	13	1 88
March 19.....	856- 7	422	14,000	17 50	3 50	26	3 76
March 20.....	860-	522	8,014	10 02	2 00	15	2 15
March 24.....	957-	553	7,000	8 75	1 75	13	1 88
March 26.....	963-	492	7,000	8 75	1 75	13	1 88
March 27.....	558-	828	3,156	3 95	79	06	85
March 30.....	599-	831	7,000	8 75	1 75	12	1 87
April 11.....	719-	1041	7,000	8 75	1 75	12	1 87
April 28.....	853-	1126-17	16,190	20 24	4 05	27	4 32
May 11.....	915-	1764	8,210	10 26	2 05	13	2 18
May 14.....	921-	1784	7,330	9 16	1 83	12	1 95
May 17.....	966-	1810-11	16,320	20 40	4 08	26	4 34
May 19.....	986-	1818	7,000	8 75	1 75	11	1 86
May 24.....	1025-	1988	7,000	8 75	1 75	11	1 86
May 25.....	1036-	2035	8,130	10 16	2 03	13	2 16
June 6.....	1094-	2868-9	15,010	18 76	3 75	22	3 97
June 6.....	1085-	2131-2	14,000	17 50	3 50	18	3 68
June 6.....	1074-	2130	8,880	11 10	2 22	13	2 35
June 6.....	1113-	2186	7,000	8 75	1 75	10	1 85
June 6.....	1107-	2184-5	15,550	19 44	3 87	23	4 12
June 8.....	1141-	2253-5	22,230	27 79	5 56	33	5 87
June 13.....	1207-	2370-2	22,370	27 90	5 58	33	5 91
June 15.....	1232-	2479-30	14,000	17 50	3 50	20	3 70
June 15.....	1214-	2431-4	29,900	37 38	7 48	44	7 92
June 21.....	1283-	2626-7	14,430	18 04	3 61	21	3 82
June 22.....	1273-	2644-5	14,200	17 75	3 55	20	3 75
June 25.....	1305-	2674-6	22,000	27 50	5 50	31	5 81
June 27.....	1313-	2613	7,000	8 75	1 75	10	1 85
July 2.....	1351-	2727-8	16,000	20 00	4 00	22	4 22
July 2.....	1361-	2729	7,580	9 48	1 90	11	2 01
Total			8,862,126	\$11,087 47	\$2,217.45	\$227 75	\$2,445 20

VIII.

That the following table shows logs shipped by complainant over respondent's road from Hanna Spur to Hoquiam between February 13, 1917, to August 25, 1917, both dates inclusive, the amount collected, the overcharge and interest on overcharge from date of payment shown on respective freight bills:

<i>Date 1916</i>	<i>Freight Bill</i>	<i>Way Bill</i>	<i>Board Feet</i>	<i>Freight Paid</i>	<i>Overcharge</i>	<i>Interest at 6%</i>	<i>Amount of Refund</i>
November 28....	426	1263	111,329	\$139 15	\$27 83	\$2 54	\$30 37
December 2....	23	1285	93,792	117 24	23 45	2 12	25 57
December 5....	42	1310	60,715	75 88	15 17	1 37	16 54
December 5....	41	1293	71,077	88 86	17 77	1 60	19 37
December 7....	92	1317	113,327	141 65	28 33	2 54	30 87
December 8....	141	1334	78,667	98 35	19 67	1 76	21 43
December 7....	91	1326	60,634	75 79	15 16	1 36	16 52
December 11....	159	1349	80,649	100 80	20 16	1 81	21 97
December 12....	191	1355	86,487	108 10	21 62	1 92	23 54
December 14....	251	1364	67,672	87 09	17 42	1 54	18 96
December 19....	302	1381	49,103	61 37	12 27	1 08	13 35
December 19....	301	1372	47,399	57 23	11 84	1 04	12 88
December 20....	333	1397	75,160	93 95	18 79	1 66	20 45
December 21....	337	1406	53,584	66 98	13 37	1 17	14 56
December 22....	380	1415	87,220	107 03	21 80	1 90	23 70
December 23....	392	1419	45,366	56 70	11 34	99	12 33
December 27....	402	1428	88,321	110 40	22 08	1 91	23 99

Date 1917	Freight Bill	Way Bill	Board Feet	Freight Paid	Overcharge	Interest at 6%	Amount of Refund
January 9.....	113	1437	22,430	28 04	5 61	47	6 08
January 10.....	123	42	77,787	97 23	19 45	1 64	21 09
January 12.....	165	50	58,009	72 50	14 50	1 21	15 71
January 12.....	168	59	40,124	50 15	10 03	84	10 87
January 15.....	199	63	33,157	41 44	8 29	69	8 98
January 16.....	232	79	76,562	95 70	19 14	1 59	20 73
January 16.....	231	70	32,902	41 12	8 22	68	8 90
January 17.....	259	90	51,436	64 33	12 86	1 07	13 93
January 18.....	263	92	26,449	33 05	6 61	55	7 16
January 23.....	336	121	60,386	75 47	15 09	1 24	16 33
January 23.....	337	114	76,623	95 77	19 15	1 57	20 72
January 24.....	340	125	89,739	112 15	22 43	1 84	24 27
January 25.....	356	134	76,828	96 05	19 21	1 57	20 78
January 26.....	370	147	76,292	95 36	19 07	1 55	20 62
January 27.....	398	154	97,960	122 45	24 49	1 99	26 48
January 29.....	424	169	84,240	105 30	21 06	1 71	22 77
January 30.....	434	179	91,160	113 95	22 79	1 84	24 63
February 3.....	51	184	76,768	95 95	19 19	1 54	20 73
February 12.....	153	241	90,717	113 39	22 68	1 79	24 47
February 13.....	174	251	70,602	88 27	17 65	1 39	19 04
February 13.....	173	254	107,500	134 48	26 89	2 11	29 00
February 15.....	222	272	69,969	87 45	17 49	1 37	18 86
February 15.....	221	263	82,337	102 91	20 60	1 61	22 21
February 17.....	250	284	45,210	56 51	11 30	88	12 18
February 19.....	284	306	52,739	65 92	13 18	1 02	14 20
February 19.....	282	291	71,815	89 77	17 95	1 39	19 34
March 5.....	50	410	31,282	39 10	7 82	59	8 41
March 6.....	51	415	47,671	59 60	11 92	90	12 82
March 8.....	81	421	61,790	77 23	15 45	1 16	16 61
March 10.....	167	442	104,496	130 61	26 12	1 95	28 07
March 15.....	243	487	112,866	141 07	28 21	2 07	30 28
March 16.....	269	491	29,754	37 19	7 44	55	7 99
March 19.....	323	512	82,992	103 74	20 75	1 51	22 26
March 19.....	322	421	25,935	32 42	6 48	47	6 95
March 20.....	341	521	80,960	101 20	20 24	1 47	21 71
March 24.....	399	559	5,054	6 32	1 26	09	1 35
March 24.....	398	560	4,072	5 09	1 02	07	1 09
March 26.....	423	554	75,431	94 29	18 86	1 35	20 21
March 27.....	430	574	100,676	125 84	25 17	1 80	26 97
March 29.....	586	463	81,706	102 12	20 42	1 46	21 88
March 31.....	601	484	81,270	101 56	20 31	1 44	21 75
March 31.....	608	485	51,982	64 98	12 99	92	13 91
April 3.....	631	23	86,190	107 10	21 54	1 59	24 41
April 9.....	676	111	91,280	114 10	22 82	1 59	23 06
April 10.....	692	129	102,580	128 23	25 65	1 78	27 43
April 12.....	710	161	93,160	116 45	23 29	1 61	24 90
April 13.....	720	162	45,480	56 85	11 37	78	12 15
April 13.....	731	176	117,910	147 40	29 48	2 06	31 54
April 14.....	740	200	48,170	60 21	12 04	83	12 87
April 16.....	757	213	68,850	86 06	17 21	1 18	18 39
April 16.....	758	212	9,980	12 37	2 47	17	2 64
April 19.....	767	265	97,830	122 29	24 46	1 66	26 12
April 21.....	780	273	54,260	67 82	13 56	92	14 48
April 23.....	786	294	105,410	131 76	26 35	1 77	28 12
April 25.....	812	329	56,970	71 20	14 25	95	15 20
April 27.....	835	358	46,440	58 05	11 61	77	12 38
April 28.....	368	841	95,030	118 76	23 75	1 58	25 33
May 1.....	1	857	70,830	88 54	17 71	1 17	18 88
May 4.....	40	14	49,860	62 33	12 47	82	13 29
May 7.....	98	31	95,360	119 20	23 84	1 55	25 39
May 7.....	97	833	34,170	42 71	8 54	55	9 09
May 10.....	122	906	96,890	121 11	24 22	1 56	25 78
May 12.....	152	910	85,520	106 90	21 38	1 37	22 75
May 12.....	153	916	50,001	62 50	12 50	80	13 30
May 16.....	199-5	922	27,790	36 00	7 20	46	7 66
May 18.....	237	968	78,860	98 58	19 72	1 24	20 96
May 19.....	270	987	104,360	130 45	26 09	1 64	27 73
May 22.....	288	998	56,040	70 05	14 01	88	14 89
May 22.....	283	997	40,270	50 35	10 07	63	10 70
May 23.....	311	1018	52,530	65 66	13 14	82	13 96
May 24.....	334	1026	59,410	74 26	14 85	92	15 77
May 24.....	335	1024	37,960	47 45	9 49	59	10 08
May 26.....	362	1034	11,400	14 25	2 85	18	3 03
May 31.....	412	1075	71,340	89 18	17 84	1 09	18 93
June 1.....	1	1087	115,690	144 61	28 92	1 76	30 68
June 1.....	2	1095	56,190	70 24	14 05	85	14 90
June 2.....	23	1108	39,760	49 70	9 94	60	10 54
June 4.....	445	1114	28,950	36 19	7 24	44	7 68
June 7.....	91	1142	22,690	28 36	6 67	34	6 01

Date 1917	Freight Bill	Way Bill	Board Feet	Freight Paid	Overcharge	Interest at 6%	Amount of Refund
June 8.....	132	1150	22,180	65 22	13 04	78	13 82
June 14.....	209	1208	46,680	58 35	11 67	68	12 35
June 16.....	233	1233	13,310	91 64	18 33	1 07	19 40
June 14.....	208	1215	56,760	70 95	14 19	83	15 02
June 25.....	412	1284	67,680	87 10	17 42	99	18 41
June 25.....	411	1304	50,040	62 55	12 51	71	13 22
June 25.....	413	1295	55,470	67 36	13 87	79	14 66
June 28.....	465	1318	100,290	125 35	25 07	1 41	26 48
June 30.....	520	1384	85,570	106 98	21 40	1 20	22 60
June 30.....	519	1362	41,220	51 52	10 30	58	10 88
July 3.....	24	1373	54,740	68 42	13 68	76	14 44
July 25.....	302	1473	67,050	83 81	16 76	87	17 63
July 30.....	613	1476	37,870	47 35	9 47	48	9 95
August 20.....	223	1651	75,054	93 82	18 76	89	19 65
August 21.....	234-5	1664	60,758	75 95	15 19	72	15 91
August 23.....	266	1670	65,322	81 65	16 33	77	17 10
September 6...	64	1738	79,573	99 47	19 89	89	20 78
August 25.....	373	1894	19,070	23 84	4 77	22	4 99
Total			7,486,321	\$9,358 87	\$1,871 72	\$135 33	\$2,007 05

X.

The foregoing rate of \$1.25 per thousand feet board measure on logs was paid under protest.

XI.

J. M. Ryan, secretary and treasurer of the complainant company, and also a stockholder therein, testified as follows:

"Q. You expect your logs to be hauled to Hoquiam for the same rate, don't you?

"A. In the prior hearing I think the testimony showed I was asked by the Commission if I thought the \$1.25 was an excessive rate to Hoquiam, and I said 'No,' I thought it was not to Hoquiam.

"Q. You think then that the \$1.25 rate Hanna to Hoquiam is a fair rate?

"A. Yes, that was my impression of the whole thing.

"Q. That is your understanding?

"A. Yes."

Opinion.

We do not commend the practice of seeking to establish in one action a fair, reasonable and sufficient rate, and, prevailing in that action, commencing another action for reparation. This Commission in holding that the \$1.25 log rate was excessive and the \$1.00 rate a fair, reasonable and sufficient rate, based its opinion upon conditions as they were shown to exist at the time of the trial rather than at the time of the respective shipments of logs shown in these findings.

In the present case the complainant did seek through its testimony to show conditions which existed on respondent's road during all the time that the complainant was shipping logs over respondent's line. From the nature of things, the testimony in the two cases cannot be the same.

Resting our opinion upon what has been said in the present case, we do not believe, in light of what was testified to by Mr. Ryan, that we would be warranted in granting reparation on the logs hauled from Hanna Spur to Hoquiam, but do grant reparation upon all logs hauled from Hanna Spur to tidewater at South Aberdeen.

Order.

Wherefore, It Is Ordered, That the respondent, the Oregon-Washington Railroad & Navigation Company, make reparation to the complainant in the sum of two thousand four hundred forty-five dollars and twenty cents (\$2,445.20), together with interest thereon from the date of this order until paid at the rate of six per cent (6%) per annum.

No. 4594.

In re Application of Northern Pacific Railway Company et al. re International Switching Charges at Seattle.

Order of dismissal.

Informally the railways submitted to the Commission proposed tariffs re intraterminal switching charges at Seattle. The proposed tariffs were not filed. November 19, 1918, the Commission entered the following

. Order.

The foregoing matter being considered by the Commission this 19th day of November, 1918, and it appearing to the Commission that the Federal Government has taken over and is now operating the railways concerned, which dispenses with the request of the carriers herein,

It Is Therefore Ordered, That the said application be denied and the proceeding be and is hereby dismissed.

No. 2599.

In re Transportation of Special Agents of the Public Service Commission Engaged in Investigation of Transportation.

Order permitting cancellation of transportation charges.

January 3, 1918, the Commission entered the following

Order.

The Public Service Commission of Washington heretofore having requested the Chicago, Milwaukee & St. Paul Railway Company to furnish transportation to certain special agents of the Commission engaged in investigating transportation in the State of Washington, particularly as to the carrying of passengers without any charge being made therefor; and the Chicago, Milwaukee & St. Paul Railway Company having by its letter of January 30th, 1918, offered to cancel charges for the transportation of such special agents to the amount of one hundred fifteen dollars and 20 cents (\$115.20); and the Commission being fully advised:

It Is Ordered, That the said company be and the same is hereby, authorized and directed to cancel said charges in the sum of one hundred fifteen dollars and twenty cents (\$115.20).

No. 4609.

Star Logging Company, a Corporation, Complainant, v. Northern Pacific Railway Company, a Corporation, and Hartford Eastern Railway Company, a Corporation, Respondents.

Complaint against rate on logs; held that rate of \$1.25 per thousand feet board measure, on logs trainload lots not less than ten cars each, minimum 7,000 feet per car from Lochsloy to Everett, 18.5 miles is excessive; ordered that rate of \$1.10 be established.

Hearing was had at Seattle, March 11, 1918, and March 28, 1918, the following Findings and Order were issued:

Findings of Fact.**I.**

That the Northern Pacific Railway Company is a common carrier corporation and engaged in the transportation of persons and property, for hire, in the State of Washington, and is a common carrier in said state; that the Northern Pacific Railway Company owns a railroad extending from Seattle to British Columbia, said road running through Snohomish County; and that said railroad company particularly owns a line of railroad extending from Everett in Snohomish County, to Lochsloy, in Snohomish County; that Lochsloy is located on what is known as the Monte Cristo branch of the Northern Pacific Railway Company's line; that this last named line is leased to Rucker Brothers, of Everett, Washington, and that they are now operating said branch line under said lease and under the name of "Hartford-Eastern Railway Company" from the town of Hartford, a station on the Northern Pacific line, to the town of Monte Cristo in said county; that Lochsloy Station is about two and one-half miles from Hartford, located on said Monte Cristo branch.

II.

That the complainant is the owner of a tract of timber at Lochsloy and has a spur track connected with the said Hartford-Eastern Railway at that point, and for a period prior to the year 1913 it had been engaged in the logging business and cutting and removing said timber, loading same on cars on its spur track and shipping same over the Northern Pacific line to Everett, and paying therefor to the Northern Pacific Railway Company a rate of \$1.00 per thousand feet, board measure, for the hauling of said logs from said spur track to Everett. That complainant has now renewed its logging operations from its spur at Locksley, and there is a joint rate over the Hartford-Eastern Railroad from Lochsloy to Hartford, and from Hartford to Everett on the Northern Pacific Railroad, and said railway companies demand of the complainant a rate of \$1.25 per thousand feet, board measure, with a minimum load of 7,000 feet on each car, in trainload lots of not less than ten cars. That said rate of \$1.25 is the present publishing tariff rate as filed with the Public Service Commission of the State of Washington. That the distance from Lochsloy to Everett is 18.5 miles.

III.

That the Northern Pacific Railway Company charges \$1.00 per thousand feet, board measure, for logs transported from Oso, Snohomish County, to Everett, a distance of 41.6 miles, and on its Darrington branch, from Darrington to Everett, a distance of 42.7 miles, it charges \$1.25 per thousand feet, board measure. That from the Sultan Logging Company's camp on the Great Northern Railway, to Everett, the distance is 22 miles, and the Great Northern Railway Company charges \$1.00 per thousand feet, board measure. That from High Rock to Everett, on the Chicago, Milwaukee & St. Paul Railway, the distance is 18.1 miles, and the charge is \$1.00 per thousand feet, board measure, and 90 cents per thousand feet, board measure, in 20-car lots.

IV.

That all logs moving to Everett over the rails of the Northern Pacific Railway and the Great Northern Railway are loaded and unloaded without the

aid of the railroad companies, and are boomed on property owned and controlled by neither of said railway companies.

V.

That from Lochsley to Everett the railroad owned by the Northern Pacific Railway Company is comparatively straight and has practically a water grade, and its cost of construction is in no manner unusual or expensive, and, in cost of construction, is likened to that of the Northern Pacific Railroad from Darrington to Everett, and the Great Northern Railroad from Sultan to Everett.

VI.

That the Monte Cristo branch of the Northern Pacific Railway Company, considered as a whole, from Hartford to Monte Cristo, was difficult and expensive in construction, there being several short tunnels through which the same passes, and the said branch railroad above Lochsloy, owing to said tunnels, excessive grades, and curvature, is difficult and expensive in operation. Freight moving from Lochsloy to Hartford or to Everett, should not be charged as great a sum as freight moving over that portion of the Monte Cristo Railroad having steep grades, excessive curvature, and passing through tunnels, nevertheless the cost of construction and operation of the whole branch line should be reflected somewhat in the charges upon freight from Lochsloy and intermediate points to Hartford and Everett.

VII.

That a rate of \$1.10 per thousand feet, board measure, with a minimum load of 7,000 feet on each car, and in trainload lots of not less than ten cars, from Lochsloy to Everett, is a fair, reasonable and sufficient rate, and that any rate in excess of \$1.10 would be excessive and unreasonable.

Order.

Wherefore, We find that the rate of \$1.25 per thousand feet, board measure, on logs in trainload lots of not less than ten cars each, minimum 7,000 feet per car, from Lochsloy to Everett, is an excessive rate, and that a rate of \$1.10 per thousand feet, board measure, on logs in trainload lots of not less than ten cars each, minimum 7,000 feet per car, from Lochsloy to Everett, is a sufficient commodity rate upon logs for the services performed, and respondents are hereby directed to prepare and file tariffs in conformity with this order within ten days from the date of service hereof, said tariffs to be effective on the date of filing.

No. 4613.

Olympia Door Company, Complainant, v. Oregon-Washington Railroad & Navigation Company, Respondent.

Complaint against embargo on all closed equipment; embargo lifted; case dismissed.

Hearing was had at Olympia, March 12, 1918, and March 13, 1918, the following Findings and Order were entered:

This matter came on for hearing at Olympia, Washington, on March 12th, 1918, before the Public Service Commission of Washington, the complainant

was represented by Ben J. Levy, the respondent was represented by J. F. Reilly, its attorney; Hance H. Cleland, assistant attorney general, appearing for the Commission.

Upon the statement of the respondent that the embargo on all closed equipment having been removed, and the removal of said embargo having satisfied the complainant;

It Is Ordered, That this cause be and the same is hereby dismissed.

No. 4615.

The Citizens Club of Chehalis, Complainant, v. Northern Pacific Railway Company, Chicago, Milwaukee & St. Paul Railway Company, Puget Sound & Willapa Harbor Railway Company and Cowlitz, Chehalis & Cascade Railway, Defendants.

Action to compel physical connection of railway lines at Chehalis; held that connection is practicable; respondents having waived all objections, it was ordered that connection be made and that switching charges be established.

Hearing was had at Chehalis, March 25, 1918, and March 28, 1918, the following Findings and Order were entered:

The object sought in this case is the physical connection of the railway lines of the Northern Pacific Railway Company with the railway lines of the Puget Sound & Willapa Harbor Railway Company within the city limits of Chehalis, Washington.

It appearing to the Commission that it is practicable to make such connection and that the public necessities and conveniences would be subserved by having such track connection, and the respondents having waived all objections to the granting of the request of petitioners, and having expressed a willingness to have such connection made,

It Is Ordered, That the Northern Pacific Railway Company and the Puget Sound & Willapa Harbor Railway Company shall, within ninety days from the date of the service of this order, construct at some suitable and convenient point within the city of Chehalis a track connection between the lines of said railways, so that the cars of either railroad may be transferred from one line to that of the other.

That the expense of making said connection shall be borne jointly, in equal proportions, by the Northern Pacific Railway Company and the Puget Sound & Willapa Harbor Railway Company.

It Is Further Ordered, That the said railway companies shall, within thirty days of the date of the service of this order, file with this Commission in writing a statement or plan showing the proposed location of track connection of said roads.

It Is Further Ordered, That the charge for transferring cars from one line to that of the other shall be \$3.00 per loaded car, no charge to be made for switching empty cars unless a car is moved empty in both directions, in which event it is to be charged for as if loaded when moved in one direction, and all switching performed other than the interchange switching above described shall be governed by the regularly published tariffs of said railway companies lawfully filed with the Public Service Commission of Washington and the Interstate Commerce Commission.

No. 4618.

Special Rules Concerning the Movement and Selective Movement of Railroad Traffic Within the City of Seattle During the War Period and the Supervision Thereof.

March 14th, 1918, the Commission promulgated the following Rules:

- Rule 1. No car shall be loaded for intraterminal or intrastate movement without written consent of the carrier.
- Rule 2. Any car loaded for intraterminal or intrastate movement without written consent of the carrier shall be unloaded by the shipper on demand and in case of the refusal or neglect of the shipper to forthwith unload the same, the carrier shall unload the same at the nearest convenient point at the risk and expense of the shipper.
- Rule 3. Upon arrival of car destined to Seattle the carrier shall forthwith notify the consignee of such arrival and the consignee shall forthwith notify carrier to spot car at some designated point.
- Rule 4. All cars destined to and arriving at Seattle terminals shall be spotted but once for unloading and such unloading shall be completed and the car released within forty-eight hours of the time of spotting.
- Rule 5. Every car ordered for intraterminal movement shall be loaded and ordered out within twenty-four hours after spotting, and the same shall be unloaded and car released within twenty-four hours after being spotted for unloading, and such cars shall be spotted but once for unloading.
- Rule 6. Every car ordered for intrastate movement (other than intraterminal) shall be loaded and ordered out within forty-eight hours after spotting.
- Rule 7. Orders for all cars to be loaded shall definitely state the commodity or commodities to be loaded and quantity or weight thereof, and all switching orders shall state the commodity or commodities loaded and quantity or weight thereof, the destination and name of consignee.

Declaration.

During the war, in period of car shortage in the state and particularly in the city of Seattle, the use of cars for intraterminal movement shall be restricted.

All transfer of property between parties with a view of holding car for warehouse or storage purposes will not be recognized.

Supervision.

In order to carry out the foregoing provisions the Public Service Commission of Washington does hereby appoint J. J. McCullough to perform the following duties, to-wit:

He shall not permit the movement of any car for the benefit of a shipper who fails to first procure the written consent of the carrier for the loading thereof.

Whenever any such car has been loaded without such written consent, said McCullough shall request the shipper to forthwith unload the same and in case of the refusal or neglect of the shipper to do so, said McCullough shall direct said car to be moved by the carrier to a convenient place controlled by such carrier and there unloaded at risk and expense of consignor.

That in case any party shall hold a car or shall endeavor to have a car so switched to escape the demurrage charges or shall seek to use the same for storage pending the sale of the property therein, said McCullough shall inform all carriers of such conduct and direct that no further equipment be furnished such party pending the further order of this Commission.

Whenever a shipper shall fail for the period herein provided after a car has been spotted for unloading to unload the same, said McCullough shall cause the car to be moved by the carrier to a convenient place controlled by the carrier and there unloaded by the carrier at the risk and expense of the shipper.

When any car is spotted for loading for an intraterminal movement and the same shall not be completely loaded and ordered out within twenty-four hours after spotting, or when any car is spotted for loading for an intrastate movement and the same shall not be completely loaded and ordered out within forty-eight hours after spotting, said McCullough shall request the shipper to forthwith unload the car, in case the same be partially loaded, and if the shipper shall fail or neglect so to do, said McCullough shall direct the carrier to move the car to a convenient place controlled by the carrier and there unload the same at the risk and expense of the shipper, and, in case the shipper shall have entirely failed to load the car, said McCullough shall direct the carrier to forthwith remove the car and shall direct all carriers not to furnish the same or other cars to such shipper until further order of this Commission.

Said McCullough shall permit no car to be furnished any shipper for intraterminal movement without the shipper shall first in writing to the carrier designate specifically the commodity or commodities and quantity or weight thereof to be shipped therein, and permit no car to be moved for the benefit of a shipper unless the written switching order shall definitely state the contents of such car, quantity and weight thereof, the destination and consignee.

Only such cars shall be used for intraterminal movement or for the handling of such commodities within the city of Seattle as said McCullough shall permit or direct, and all applications for the use of cars for intraterminal movement shall be only upon the written application of the shipper or consignor.

That to successfully carry out the spirit and intent of these rules and regulations, said McCullough shall, in his discretion, in time of shortage, refuse all cars to those violating these rules and regulations.

Any party deeming himself aggrieved by any order or direction of said McCullough is hereby granted an appeal to this Commission or to such person resident in the city of Seattle as this Commission shall appoint, to whom appeals may be made.

In the enforcement of these rules and regulations, said McCullough is in no manner to interfere with, but is to facilitate the movement of all intraterminal freight within the city of Seattle in aid of all activities of the federal government, and particularly those concerning the war program.

These rules and regulations shall take effect at 12 o'clock noon, April 1, 1918.

All rules and regulations of this Commission in conflict herewith be and the same are hereby annulled.

It is the purpose of this Commission to promulgate similar rules and regulations at all points of similar congestion in the use and abuse of railway equipment in the State of Washington.

The successful carrying out of the foregoing rules and regulations depends to a large degree upon the co-operation of the railroads, now controlled by the federal government, in the switching movements and the prompt and proper handling of cars to and from industrial and delivery tracks. Unless proper service is so rendered by the railroads the enforcement of these rules and regulations against the shippers and consignees will be unjust and it is the purpose of the Commission to closely investigate equally the faults, if any, of both shippers and carriers and act thereon.

March 26, 1918, owing to the enforced absence from the state of Mr. McCullough, the Commission entered the following

Order.

Ordered, That said rules be and the same hereby are amended by substituting the name of J. F. Richards for the name of J. J. McCullough wherever the same may appear in said rules; said Richards to be clothed with all authority mentioned in said rules and to do and perform all and severally the duties, acts and things therein mentioned to be done or performed by the said McCullough.

No. 4630.

In re Application of Northern Pacific Railway Company that Certain Real Property Be Declared as Operating Property.

Certain real property declared as "Operating Property."

June 3, 1918, the Commission entered the following

Findings and Order.

The matter of classification of certain real property of the Northern Pacific Railway Company coming on in the usual manner before the Public Service Commission of Washington, and the character and use of said property having been investigated by the Commission, and the Commission being fully advised in the premises, makes the following

Findings of Fact.

That the following described property is used and useful in the operation of the petitioner's railroad:

(Detailed description of property on Cowiche branch in Yakima county set out.)

Wherefore, It Is Ordered, That the above described tracts be and the same are, hereby classified as operating property.

No. 4631.

Snohomish County Fruit Growers' Association, Complainant, v. Chicago, Milwaukee & St. Paul Railway Company, Northern Pacific Railway Company and Great Northern Railway Company, Respondents.

Action to compel physical connection of tracks. Dismissed.

November 19, 1918, the Commission entered the following

Order.

This cause being this day considered by the Commission and it appearing that a grave question exists as to the power of this Commission to grant relief in the premises, and that the complainant has advised us it would ask dismissal without prejudice,

It Is Ordered, That the same be, and is hereby dismissed without prejudice.

No. 4641.

The Public Service Commission of Washington, Complainant, v. Chicago, Milwaukee & St. Paul Railway Company, Great Northern Railway Company, Northern Pacific Railway Company, and Oregon-Washington Railroad & Navigation Company, Defendants.

Order of suspension.

May 3, 1918, the Commission entered the following

Order.

The defendants above having filed with this Commission their tariffs, as follows:

Chicago, Milwaukee & St. Paul Railway Company G. F. D. No. 13567-A; Great Northern Railway Company G. F. O. No. 1158-A; Northern Pacific Railway Company No. 2910-A, and Oregon-Washington Railroad & Navigation Company No. 456;

Said tariffs covering special rules concerning the movement and selective movement of railroad traffic within the city of Seattle, Wash., during the war period, and rules 1 to 7 of said tariffs becoming effective April 1, 1918, and rules 8 and 9 becoming effective May 5, 1918; and the carriers having published on their own initiative rules 8 and 9 to said tariffs, which said rules 8 and 9 were not included in the Commission's Order No. 4618, of date March 14, 1918, it is therefore by the Commission

Ordered, That the operation of rules 8 and 9 in said tariffs above named be and the same is hereby suspended until and including June 5, 1918.

No. 4730.

In the Matter of the Application of the Northern Pacific Railway Company for Classification of Certain Property as Operating Property.

Application to have certain property at Hoquiam classified as operating property to cure confusion; order issued.

November 20, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that from time to time different descriptions of these terminals have been classified as operating property, but on account of classifications having been made at different dates, there seems to have arisen confusion in the minds of the assessors of Grays Harbor, formerly Chehalis county, as to just what property has been classified as operating property by this Commission,

Therefore, for the purpose of settling confusion, and whether previously classified as operating property or not, the Commission having investigated the character and use of the property hereinafter described, and having found that said property is used and useful in the operation of petitioner's railroad,

It Is Ordered, That the following described property be, and the same hereby is, classified as operating property, in Grays Harbor county, Washington, to-wit:

Hoquiam Tide and Shore Lands.—Lots 1, 2, 3, 4, 5, tract 3, plate 3.

Plat of Hoquiam.—Block 56; vacated "M" street from a point parallel with the northwesterly line of lot 11, block 55, to 9th street; lot 11, block 55 (less dedicated street); vacated 9th street from the south boundary of the new street opened through block 55 to Railroad avenue; unplatted tract lying between block 57, and lot 5, tract 3, plate 3; all of block 57 except lots 1 and 2 and the northeasterly half of lot 3; all of block 66; vacated 10th street from "L" street to Railroad avenue; vacated "L" street from 10th street to Railroad avenue; southwesterly 110 feet of lots 4, 5, and 6, block 65; all of lots 9, 10 and 11, block 65; unplatted tract between lots 9 and 10, block 65, and lot 3, tract 3, plate 3, Hoquiam Tide and Shore Lands; vacated 11th street from a point parallel with the northeasterly line of lot 11, block 65, to Railroad avenue; block 67; occupied Railroad avenue from 8th street to "K" street.

ORDERS IN CASES AFFECTING ELECTRIC RAILWAYS.

No. 4410.

J. E. Blomberg et al., Complainants, v. Tacoma Railway & Power Company, Respondent.

Complaint of inadequate street car service. Held that service is inadequate, that respondent is not receiving any return upon its investment and cannot give better service unless relieved of franchise obligations and in case of greater increase in cost of labor and materials the only way respondent can recoup its losses is by increased fares; held further by majority of Commission that Commission is without authority to relieve respondent; cause ordered dismissed.

Hearing was had at Tacoma, September 5, 1917, and February 27, 1918, the following Findings, Order and Opinions were entered:

Findings of Fact.

I.

That the Tacoma Railway & Power Company owns and operates for hire a street car system in the city of Tacoma, Washington.

II.

That some of the patrons of the said company living or doing business on Tacoma avenue and Center street in the said city, complain that the company is giving an inadequate service upon Tacoma avenue which runs through the most populous section in the city; that Center street extends to the factory district which needs a prompt and efficient service, which it is not receiving.

III.

That some ten years ago the street car company sought to abandon its line upon Tacoma avenue, and some of the property owners on said avenue sued out a writ against such proposed abandonment, and, upon a hearing, the court not only directed the company to operate the said line, but established a twenty-minute service thereon; that afterwards the company of its own volition established and maintained a fifteen-minute service until the middle of May, 1917, when it put in a forty-minute service and a like service to the factory district on Center street. This forty-minute service, the patrons maintain, is practically no service, and the operators of the factories on Center street insist that under such a schedule they cannot keep their employees, and the complainants also claim that in other portions of Tacoma the company maintains a two or four-minute service night and morning, and during the off period a ten, twelve and fifteen-minute service; and, that this difference in service results in a discrimination against Center street and Tacoma avenue, resulting in a depreciation in property values and rents.

IV.

That the Tacoma avenue line is a cross-city service and on ordinary days two hundred passengers are carried upon the cars of the respondent company upon said street.

V.

It is contended by the respondent company that its financial condition is such that it is forced to limit the service upon Tacoma avenue and Center street to forty minutes; it insists that it is burdened with certain franchise provisions, namely, two per cent gross, paving, etc., between the tracks, a five-cent single fare, aid in building bridges and certain free transportation to city employees, and also states that jitneys are allowed to freely compete with it.

VI.

That in 1915, as of December 31st of that year, the Public Service Commission of this state found the cost of the physical property of the respondent company to be \$6,042,846.00 and the market value to be \$6,244,000.00.

VII.

That for the year ending December 31, 1915, the gross earnings of the respondent company in the city of Tacoma were \$924,259.17; operating expenses were \$702,849.73; taxes \$86,289.50, leaving a balance of \$135,119.94 to cover depreciation and interest upon the investment.

VIII.

That for the year ending December 31, 1916, the gross earnings of the respondent company in the city of Tacoma were \$981,937.69; operating expenses \$725,966.43; taxes \$86,346.79 leaving a balance for depreciation and interest upon the investment of \$169,624.47.

IX.

That for the six months ending June 30, 1917, the gross earnings were \$518,462.54; operating expenses \$388,450.47; taxes \$42,742.26, leaving a balance for depreciation and interest upon the investment of \$87,269.71.

X.

That allowing a two and one-half per cent depreciation, which we deem is below the average depreciation allowed on like property by state commissions, as well as the Interstate Commerce Commission, there is nothing left the company to pay interest or to give a return upon its investment.

XI.

That on June 30, 1917, there were outstanding bonds against the respondent company of a million and a half dollars, notes payable \$3,810,702.21, open accounts payable \$323,668.71, current accounts payable \$58,135.99, and some current bills or liabilities, exclusive of stock liability, of approximately \$5,725.954.00; that the bonds bear 5 per cent interest, while some of the money owing by the respondent company bears 8 per cent interest.

XII.

That under the percentage of gross receipts, the respondent company pays annually to the city of Tacoma practically \$20,000.00, while the average for

paving between the tracks and one foot on each side thereof is approximately the sum of \$100,000.00 per annum; that under the paving clause of respondent's franchise with the city of Tacoma, it has paid out in the neighborhood of three-quarters of a million dollars, aid in building bridges \$55,334.47 in the last five years, and incurs a loss of \$6,000.00 per annum in free transportation of city employees.

XIII.

That the street car company buys a portion of its power from the Puget Sound Traction, Light & Power Company; that the latter company is a large owner of the stock of the respondent company, and that while they are distinct corporations, it is probable that the policy of the Tacoma Railway & Power Company is controlled by the Puget Sound Traction, Light & Power Company. It is clear that the former company is being financed by the latter company.

XIV.

That the Tacoma Railway & Power Company pays for the power which it buys from the Puget Sound Traction, Light & Power Company .585c per kilowatt hour for current at 50,000 voltage, which must be reduced before it can be used; that the respondent company also buys surplus power from the city of Tacoma for .75 of a cent per kilowatt hour; that this power is of 50,000 volts and must be transformed before used.

XV.

That while the earnings of the Tacoma Railway & Power Company for the first six months of 1917 show an increase, the same are, however, practically offset by the increased cost of operation.

XVI.

That the ordinances under which the respondent has a right to operate its street car system in the city of Tacoma are of number and date as follows:

Ordinance No.	Year	Ordinance No.	Year	Ordinance No.	Year
152	1887	304	1890	1,822	1903
188	1888	363	1890	2,389	1905
202	1888	603	1892	2,537	
223	1889	860	1893	2,684	
237	1889	1,230	1897	4,352	
240	1889	1,231	1897	4,531	
262	1889	1,514	1900	4,850	
263	1889	1,523	1902	5,866	

So far as we are advised, under the aforesaid ordinances a five-cent fare is provided for, so is paving between the tracks by the utility, and in most instances a 2 per cent gross fee is to be paid to the city.

XVII.

That the service maintained by the respondent company upon Tacoma avenue and Center street is inadequate. The respondent, however, is not receiving any return upon its investment and cannot, in justice to its stockholders and creditors, give a better service upon said street and avenue unless relieved of paving between the tracks, etc., relieved of aiding in building bridges, and furnishing free transportation to certain city employees, and also

relieved of paying 2 per cent of its gross revenues into the city treasury; and in case of a greater increase in the cost of labor and material the only way the respondent company can recoup its losses would be to increase its fares.

A majority of the commissioners being of the opinion that the Commission is without power to set aside any of the foregoing provisions and that the respondent company is without funds to increase its service upon either Tacoma avenue or Center street in said city of Tacoma,

It Is Therefore Ordered, That this cause be, and the same is, hereby dismissed.

Opinion by Commissioner Lewis.

In cause No. 4228, Tacoma Railway & Power Company v. City of Tacoma, which was before the Commission about one year ago, in which the company petitioned the Commission for relief from certain franchise provisions relating to gross earnings tax, cost of paving, free transportation, etc., the city moved to dismiss on the ground of lack of jurisdiction of this Commission.

The commissioners were unable to reach a majority decision except to dismiss and the cause was dismissed for the reasons assigned in the three separate opinions. Several months later the present complaint was filed by patrons of the company, requesting the Commission to require the company to furnish an adequate service on Center street and Tacoma avenue in the city of Tacoma. The company admitted that its service is not such as should be given, but submits that it cannot relieve the condition on account of its inability to finance the operation of its properties, occasioned by franchise burdens and restrictions as to the raise in fares above five cents.

The facts in this case are indisputable.

The service is not adequate.

National and local necessities urgently require an adequate and efficient service.

It must be somebody's duty to see that necessary service is furnished to the patrons, especially those engaged in work connected with the war.

In the face of the facts I am quite well satisfied that any order of this Commission attempting to compel adequate service would be untenable.

In the former Tacoma case I took the position, in substance:

First.—That while the public service act conferred upon the Commission broad powers generally in the matter of rates and service, in some particulars the powers were limited; that inasmuch as the act did not specifically authorize the Commission to abrogate franchise provisions, as to gross tax, paving, and free transportation, when necessary for the perpetuation of the service, the authority was not intended to be granted under the broad powers of section 53 of the act, for the reason that section 25, placing the maximum of street car fares at five cents, nullified the power conferred on the Commission by section 53.

Second.—That section 25 is controlling in that the Commission has no power to raise street car fares above five cents.

Since writing the opinion there have been several important decisions by other commissions on the same questions, which hold to the contrary, particularly the very able opinion of Commissioner Carr of the New York second district, whom I personally know to be an official of high ideals and a brilliant lawyer. Naturally these decisions leave a doubt in my mind as to the con-

struction that would be placed on my views by the courts, and I concur with my fellow commissioners, that the supreme court should at once pass upon the questions at issue, so that the function of this Commission in these particulars will be permanently established.

A. A. LEWIS, Commissioner.

Opinion by Commissioner Spinning.

Since writing my opinion in *Tacoma Railway & Power Company, Plaintiff, v. City of Tacoma*, defendant, I have considered several decisions since rendered by other commissions, touching the abrogation of franchise rates, and other provisions. While these decisions have influenced me to a certain extent, I am unable yet to see my way clear to recede from the position taken in said case, and therefore hold that this Commission is without power to, in any manner, eliminate the clauses in the franchises by the city of Tacoma to the respondent, or its predecessors, relative to paving, etc., between tracks, construction and maintenance of bridges, 2 per cent gross, and free transportation to certain city employees. I also hold we are without power to increase the rates so the same will exceed five cents for a single fare. However, while I regard the provisions above enumerated as legally binding, owing to limitations and expenditures required by the law and ordinances above referred to, the company is unable to secure sufficient revenue to give adequate service to the extent that the same retards the street car company in its operations in general, and particularly interferes with the workmen of Tacoma in going to and from the shipyards, which necessarily interferes with the rapid building of ships, so essential to the proper prosecution of the war.

In view of the fact that the Commission is unable to agree on the issues herein involved, I feel the entire matter should be brought before the supreme court for a final decision so that the commission can be guided in its future work.

Opinion by Chairman Blaine.

The commissioners are in accord as to the foregoing findings. They are not, however, agreed as to what, if any, relief can be granted in the premises.

One must fully realize that to grant the street car company a rate sufficient to return a fair percentage upon its investment will but hasten the day when Tacoma, Seattle, Spokane, and some other towns in this state will have extensive, if not exclusive, municipal street railway systems. In writing this dissenting opinion, I am neither friend nor foe of municipal ownership, but as I am given to see the light, I am recording it. Among the Egyptians it was conceived that after death the heart of the deceased was placed in a balance and weighed against a feather. If it weighed more or less than the feather, the deceased was cast into perdition. This Egyptian conception of right living should be the spirit of those called upon to administer the law—no more, no less, just in balance.

One cannot question but what the ordinances under which the respondent company is now operating its cars in the city of Tacoma were fair enough when granted, and had conditions remained the same, it is probable the traction company would be found happily complying with them. The advent and extensive use of the automobile has greatly changed street traffic in our cities. On an average, every fifteenth person in the State of Washington owns a pleasure or passenger gas car. These are extensively used by their owners

in going to and from business, by the families in shopping and going about. Not only this, but the automobile owner gives a lift to his neighbor or friend so that, upon the whole, it is likely that the total number of passengers carried by a street car system in any one of our cities is not over sixty per cent of what it would be if the automobile had not been invented. Most of all, the traction company is left to carry the clerks and laborers who travel mostly in the morning and evening, creating two peaks, both of which are difficult and expensive to handle. War conditions have but aggravated and made more critical the situation.

Regardless of these grave factors, there are those who are vehement in their declarations that the street car companies have made bargains with the municipalities, and that they should be made to live up to them, even if their holdings be entirely lost in the effort. It is probable a Portia would, however, be moved to depart from the letter of the bond. It is likely that such an attitude as is manifested by some of our citizens would not coincide with the ethics of such a character as that of the late A. A. Denny, Father of Seattle, who was wont to say to his attorney, "Those things which you tell me may be my legal rights, but are they just?" Let us trust, however much those who may desire the fruition of government ownership of quasi public utilities, that the spirit of fairness may pervade and prevail over all their efforts in this direction.

The great question is whether or not the bargain (?) made between the traction company on the one hand and the city of Tacoma on the other hand, providing for the payment of two per cent of the gross receipts, paving between the tracks, and limitation of five-cent fare, and in building bridges and the granting of free transportation to city employees, is in any manner controlling upon the state. If these things so bargained for are controlling upon the state, it must be by reason of some unequivocal expression of the public will in surrendering some of the police powers of the state to a subdivision thereof. Nothing is clearer from the books than the doctrine that a grant by a state is not to be enlarged upon and subaudition is not to be applied to it. Of all the powers reserved to the people, there are none that they should be more jealous of than the police powers. Within them lies hidden the welfare of the people as a whole. I am not denying but that by their constitution the people of this state might have empowered the several municipalities to enter into contractual relations with street and steam railways, water, light, telephone, etc., companies as to the character and cost of service and monetary provisions for the use of streets, and other conditions, which, under all circumstances for a limited time would be binding upon a utility agreeing to the same. I find, however, no such grant of power in the constitution of this state, but, upon the other hand, find every grant of power to our municipalities carefully guarded. Our constitution limits the activities of municipalities, and the power granted to them is restricted or limited. For instance, section 9, article 7, states that the legislature may vest the corporate authorities of cities, towns, and villages with the authority to make local improvements by special assessment or by special taxation of the property benefited. Section 6, article 8, states, that municipalities are limited as to the amount of indebtedness to be incurred, and this even as to supplying cities or towns with water, artificial light or sewers. Section 7, article 8, provides, the credit of a city, town or municipal corporation shall not be loaned or its money and property given in

aid of any individual association, company or corporation, except for the necessary support of the poor and infirm, nor shall it become, directly or indirectly, the owner of any stock in any association, company or corporation. Under article 9, section 2, a municipality cannot provide for a system of public schools. Under article 11, section 8, a city having a population of five thousand and upwards cannot fix the compensation of constables. Section 10 of article 11, among other things, provides, that any city having a population of twenty thousand inhabitants or more shall be permitted to frame a charter for its own government, consistent with, and subject to, the constitution and laws of the state. Under section 11, article 11, no city or town can make and enforce within its limits any local police, sanitary or other regulation in conflict with general law. Under section 12, article 11, while the legislature may not impose taxes upon any city or municipal corporation, upon the other hand, under said section, before a city or municipality can assess or collect taxes for municipal purposes, it must be so authorized to do by general laws. Under section 1 of article 15, a municipal corporation cannot establish harbor lines within or in front of its corporate limits or elsewhere.

The greatest grant of power by the constitution of this state to municipalities is under section 10 of article 11. The power under this section is so ample that it was treated by many as a *carte blanche* privilege for freeholders to put into a charter of their framing anything that they might see fit appertaining to municipal government. This delusion, however, was dispelled in *In re Cloherty*, 2 Wash. 137, the decision being by Justice Stiles, one of the framers of the constitution. The city of Tacoma in its freeholders' charter provided for a police court. It was urged that the city had the power to provide a court of this kind, that it was necessarily implied from the constitution giving authority to cities of twenty thousand inhabitants to frame a charter for their own government. Justice Stiles said:

"An argument in many respects plausible may be built upon this foundation. But it must be remembered that, although the power to frame a charter is conferred by the constitution, no greater intendment is inferred from that fact than if it were conferred by a mere act of the legislature, since, by the same sections, these favored cities are to be at all times subject to the general laws of the state. They are not in any sense erected into independent governments; their existence as municipal governments depends upon the legislative will; their areas can be extended only in the manner prescribed by statute; the elective franchise is exercised under the general laws applicable to the whole state; the power of eminent domain is not extended to them except by statutory delegation; and their municipal legislation is restricted to those subjects which rightfully belong to them in their corporate capacity. A charter framed under the constitutional provision is of no more or larger force than a legislative charter, and can lawfully treat only of matters relating to the internal management and control of municipal affairs, subject to constitutional and legislative regulations; it provides officers, ways and means, police and other minutiae of local administration which are necessary to the public convenience, peace and good order; but, for the enforcement of criminal ordinances, the constitution and legislature have provided independent courts of competent jurisdiction in the persons of justices of the peace."

In the case of *Tacoma Gas and Electric Light Company, Respondent, v. The City of Tacoma, Appellant*, 14 Wash. 288, the opinion reads:

"It is a well settled rule of construction that a delegation of powers will not be presumed in favor of a municipal corporation unless they be such as are necessary to its corporate existence, but that the same must be clearly conferred by express statutory enactment. *Minturn v. Larue*, 23 How. 435;

Pennsylvania R. R. Co. v. Canal Coms., 21 Pa. St. 9-22; Dillon's Municipal Cor. (4th ed.), 9; Louisville Natural Gas Co. v. State, 135 Ind. 49 (34 N. E. 704); City of St. Louis v. Bell Telephone Co., 96 Mo. 623 (10 S. W. 197)."

That case involved the construction of an ordinance of the city of Tacoma fixing rates for gas. The freeholders' charter of that city provided that the city should have the power to fix the price of water and light furnished to inhabitants of the city by any person or corporation other than the city, and regulate the supply and use thereof, whether by persons or corporations holding franchises or thereafter obtaining franchises, and to provide for erecting, purchasing, appropriating or otherwise acquiring water works, gas works or electric light plants within or without the corporate limits of said city, and to supply said city and its inhabitants with water and light, or to authorize the construction of same by others, and to regulate and control the use and price of the water or light so supplied. It was urged that the legislature of 1890 had expressly provided that as to water, a city might regulate and control the use and price, and that as to gas, it had the right to limit and control the use, the court stating:

"It is worthy of note that the legislature thus, in two paragraphs relating to kindred subjects, expressly conferred the power to fix the price of water, and withheld it as to gas or other light, thus limiting the power over purveyors of gas to 'regulation'."

In *State ex rel. Windsor v. Mayor and Council*, 10 Wash. 4, it is said that any fair, reasonable doubt concerning the existence of power is resolved by the courts against the municipal corporation.

In *Linne v. Bredes*, 43 Wash. 540, it is held: That in the absence of express statutory authority a municipal corporation has no power to make delinquent water rentals a lien or encumbrance upon the premises as against a subsequent owner or occupant; a requirement that they be paid before a continuance of the service being unreasonable.

In *State ex rel. Fawcett v. Superior Court*, 14 Wash. 604, it is held that power to provide a tribunal and clothe it with authority to contest election cases is not implied in the grant of authority, by article 11, section 10, of the constitution, to cities of the first class to frame charters for their own government.

Section 10 of article 11, which has been designated as the "home rule clause" of our constitution, received its greatest shock by the opinion of our supreme court in *State of Washington on Relation of the City of Seattle, Appellant, v. James N. Carson, Respondent*, 6 Wash. 250. At page 253 this language is used:

"There are certain well-defined powers and duties belonging to, and exercised by, municipal corporations, some of which rights, powers and duties concern solely the municipality, while in some others the state has a joint interest; that the sole and exclusive exercise by the municipality of the former, must exist without let or hindrance, else the constitution makers and legislators must be considered as performing vain and useless tasks in providing for the formation of municipal corporations. There are other rights, powers and duties, however, which such municipalities do not ordinarily possess, and which the due and orderly administration of the affairs of government require they should not have, or if they do have and possess, are of such a nature that in the exercise thereof the people of the state at large are also interested and so far as regards these matters they are 'subject to' and should be 'subject to' the constitution and laws of the state."

After the adoption of the state constitution, the legislative assembly passed in 1890 what is denominated as the enabling act concerning cities. The powers granted under this act are set forth in section 7508, Remington & Ballinger's Code. Subdivision 8 of this section provides for the laying out, etc., of streets and the regulation and control thereof. Subdivision 9 provides for the authorizing or prohibiting of the location and construction of any railroad or street railway on streets, etc., and the city may prescribe the terms and conditions upon which said railroad or street railway shall be located and constructed. Subdivision 14 provides for the erecting, purchasing and otherwise acquiring water works, and for the regulation and control of the use and price of the water supplied. Subdivision 15 provides for the lighting of streets and for the furnishing of the inhabitants thereof with gas and other light, and for the regulation and control of the use thereof. Subdivision 27 provides for the control and regulation or the prohibition of anchorage, mooring and landing of water craft. Subdivision 28 provides for the city to fix the rates of wharfage and demurrage, and for the collection thereof, and to provide for such harbor fees as may be consistent with the laws of the United States.

Under the grant of power found in section 7508, Remington and Ballinger's Code, there seems to be only two instances in which a city of the first class may fix prices, and those are as to water and wharfage. The power to contract for the price of gas, electric light and car fares, for the benefit of the patrons is nowhere mentioned.

It has been held by the highest judicial tribunal in the United States, if not in the world, that the power to fix and determine the charges for telephone service and connections did not authorize the city to enter into a contract concerning the same.

Home Telephone Company v. Los Angeles, 211 U. S. 265. At pages 272 and 274 is the following language:

"This ordinance, enacted by the city council, which exercises the legislative and business powers of the city, and as has been shown, the charter power of regulating telephone service and of fixing the charges, contains, it is contended, the contract whose obligation the subsequent ordinances fixing lower rates impaired. Two questions obviously arise here. Did the city council have the power to enter into a contract fixing, unalterably, during the term of the franchise, charges for telephone service and disabling itself from exercising the charter power of regulation? If so, was such a contract in fact made? The first of these two questions calls for earlier consideration, for it is needless to consider whether a contract in fact was made until it is determined whether the authority to make the contract was vested in the city. The surrender, by contract, of a power of government, though in certain well defined cases it may be made by legislative authority, is a very grave act, and the surrender itself, as well as the authority to make it, must be closely scrutinized. No other body than the supreme legislature (in this case the legislature of the state) has the authority to make such a surrender, unless the authority is clearly delegated to it by the supreme legislature. The general powers of a municipality or of any other political subdivision of the state are not sufficient. Specific authority for that purpose is required. This proposition is sustained by all the decisions of this court, which will be referred to hereafter, and we need not delay further upon this point.

"The facts in this case, which seem to us material upon the questions of the authority of the city to contract for rates to be maintained during the term of the franchise are as follows: The charter gave to the council the power 'by ordinance * * * to regulate telephone service and the use of telephones within the city * * * and to fix and determine the charges for telephones and telephone service and connections.' This is an ample authority to

exercise the governmental power of regulating charges, but it is no authority to enter into a contract to abandon the government power itself. It speaks in words appropriate to describe the authority to exercise the governmental power, but entirely unfitted to describe the authority to contract. It authorizes command, but not agreement. Doubtless, an agreement as to rates might be authorized by the legislature to be made by ordinance. But the ordinance here described was not an ordinance to agree upon the charges, but an ordinance 'to fix and determine the charges.'"

There is no better considered case in the books relating to the powers of the state to regulate rates regardless of some municipal ordinance provision concerning the rates, than that of *State ex rel. Webster v. Superior Court*, 67 Wash. 37.

At page 42 of this lucid opinion, the following language is made use of: "Under the great weight of judicial authority it seems to be certain that a municipality exercising the delegated power of the state, has no right to fix rates unless the power be express."

At page 45 Justice Chadwick says, "Rates cannot be arbitrarily fixed but must be determined with reference to the conditions existing where they are to be put into execution."

If a municipality is not delegated the power to fix charges for rates controlling as against the state, a priori, it cannot so burden the utility that the state must allow an exorbitant or unreasonable rate that such burdens may be borne.

If the state reserves to itself the power to fix rates it is because the people of the whole state are interested. The countryman is interested in the amount of street car fare which he may pay in the city which he frequents. He may be willing to pay the car company a reasonable sum as a fare for a ride, but he does not wish to contribute toward the adjoining property owner's duty to keep the street in repair, or paving it. He will probably say to himself that the city man who rides over the country highway does not in any manner assist the farmer in keeping the same in repair and fit for travel.

The bucolic certainly does not wish to have his street car fare increased that the company may pay something into the city treasury for the upkeep of the city government. It is not fair to the working man in the city who does not own any real estate to have his car fare increased or the car service reduced or made less convenient that the car company may pay a certain proportion of its gross income into the city treasury, and neither should the working man of the city who lives out in the unpaved district have his car fare increased that the company may aid in paving a portion of the street in front of business property in which the laborer at the most has a very indirect and small interest.

As to the paving between the tracks the public service commission of Massachusetts in the Bay State rate case decided August 31st, 1916, has this to say:

"It is perfectly natural that municipal governments, anxious to keep down the local tax rate by which they are so largely judged, should seek to unload upon the street railway company all possible expense, but such a policy, in the long run, reacts upon the public served. Street railway companies have no mysterious source of revenue, but obtain their funds from the people who ride in their cars. Any burden or tax imposed upon the company these people must ultimately pay. If the tax or burden is unjust it only means, in the final analysis, that a portion of the public is being subjected, by indirection,

to an inequitable form of special taxation. Furthermore, the burden is not measured wholly by the cost of the physical work which the company is finally required to do, for the continual dickering over such matters consumes what is, in the aggregate, a very large amount of time and adds materially to the cost of management."

It should be constantly borne in mind that the people of the whole state in their sovereign capacity control all streets and highways. They are by the overwhelming weight of authority, including the supreme court of our state, deemed public ways, and no municipality can be said to own them. Thus it is doubtful whether the power at any time should be granted to a municipality in any manner to charge for the use of such highways for the benefit of a limited number of the people and thereby cast the burden upon the whole body of people.

There is a valid reason why a city should have the power to fix the rates for water and wharfage. These things in most instances concern some particular locality and are usually confined to some municipality. Lines for electric light and power or talking or sending messages, and pipes for gas frequently extend beyond the city limits and concern more than one community. For instance in telephoning we have a municipality and about it a primary rate area which usually includes territory not within the corporate limits. In the absence of a primary rate area there is the suburban district. Most towns now have a telephone exchange and these exchanges are reached directly by many patrons. These town exchanges are connected up with the city exchanges by toll lines or by an exchange called an interchange. In this manner the communities of the whole state are linked together and are inter-dependent, and no one city should have the power within its own boundary to fix the rate because its selfish interests are such as to preclude it from being a fair judge.

In some of the cities of this state the municipalities have sought to establish switching charges on intraterminal movements. In some instances they have been fixed as low as \$1.50 a car movement. This sum is less than what it actually costs the railroad company to do the work. This loss must be made up somehow. The only source in which it can be made up, through state regulation, is by putting a burden upon the farmers, or other shippers and increase their rates. Nations in the past have had their imperial or free cities. It cannot be said that they were a benefit to the state. Even the free cities of Germany are things of the past.

Justice Stiles happily put it in *In re Cloharty*, *infra*, when he said, "They (cities) are not in any sense erected into independent governments."

I must believe that the state should remain sovereign and as sovereignty retain its police powers. I am sure that in the making of our laws the leaven of the country will benefit the masses.

It is an historic fact that the state of New York has never let go its hold upon the city of New York, although the city contains two-thirds of the population of the whole state, while between the wealth of the city and the wealth of the state outside of the city, there is scarcely any comparison.

There seems to be a great misapprehension on the part of the people as to the reasons why the courts have so jealously guarded the police power of the state. Many labor under the delusion that the courts favor the so-called big interests and have a tendency to relieve them of bad bargains. No one

can read the jurisprudence of England or the United States without being struck by the folly of charging the judges of favoring the greedy or powerful.

Lord Hale in his treatise *De Portibus Maris*, struck a note which still rings clear in the ears of lawyers and jurists when he wrote:

"A man for his own private advantage, may in a port or town, set up a wharf or crane, and may take what rates he and his customers can agree for cranage, wharfage, housellage, pesage; for he doth no more than is lawful for any man to do, viz., makes the most of his own—if the king or subject have a public wharf, unto which all persons that come to that port must come and unlade or lade their goods as for the purpose, because they are the wharfs only licensed by the king—or because there is no other wharf in that port, as it may fall out where a port is newly erected; in that case there cannot be taken arbitrary and excessive duties for cranage, wharfage, pesage, etc., neither can they be enhanced to an immoderate rate; but the duties must be reasonable and moderate, though settled by the king's license or charter. For now the wharf and crane and other conveniences are affected with a public interest, and they cease to be *juris privati* only; as if a man set out a street in new building on his own land, it is now no longer bare private interest, but is affected by a public interest."

The police power, as a rule, is exercised against the so-called private interests. A private right can always be taken, when necessary for a public good. Sometimes damages must be paid when a private right is so taken. The police power is inherent sovereignty. Under it we can compel men to risk their lives in defense of the state. The so-called big interests have always constantly fought against the full exercise of the police power. This is but natural, for they dislike to be curbed. The grain elevator corporations resisted the power of the state to regulate their charges, but they failed. The railroads maintained that the state lacked the power to regulate them. They have lost out.

Under the exercise of the police powers, the courts have relieved communities of more bad bargains than the interests have been relieved of by the exercise of that power. The rule that it may benefit the whole people must work both ways. If it relieves the community it must also relieve the private interests.

We come now to the maximum five-cent fare provided for in the law creating the Public Service Commission of this state.

A five-cent fare was provided for in the franchises under which the respondent company occupies the streets in Tacoma. Most of these ordinances were enacted prior to the passage of the Public Service Commission law of 1911, and some of them were enacted even prior to the adoption of the state constitution.

Section 25 of the Public Service Commission act reads:

"No street railroad company shall charge, demand or collect more than five cents for one continuous ride within the corporate limits of any city or town. Every street railroad company shall upon such terms as shall be just and reasonable, furnish to its passengers transfers entitling such passengers to one continuous trip over and upon portions of its lines within the same city or town not reached by the originating car."

While section 53 of this same act, as far as the same is germane to this controversy, is as follows:

"Whenever the Commission shall find, after a hearing had upon its own motion or upon complaint, as herein provided, that the rates, fares or charges demanded, exacted, charged or collected by any common carrier for the trans-

portation of persons or property within the state or in connection therewith, or that the regulations or practices of such common carrier affecting such rates are unjust, unreasonable, unjustly discriminatory, or unduly preferential, or in any wise in violation of the provisions of law, or that such rates, fares or charges are insufficient to yield a reasonable compensation for the service rendered, the Commission shall determine the just, reasonable or sufficient rates, fares or charges, regulations or practices to be thereafter observed and enforced and shall fix the same by order as hereinafter provided."

Section 18, article 12, of the state constitution provides:

"Maximum Rates for Transportation. The legislature shall pass laws establishing reasonable maximum rates of charges for the transportation of passengers and freight, and to correct abuses and to prevent discrimination and extortion in the rates of freight and passenger tariffs on the different railroads and other common carriers in the state, and shall enforce such laws by adequate penalties. A railroad and transportation commission may be established, and its powers and duties fully defined by law."

This section of the constitution was construed in *State ex rel. Great Northern Railway Company v. Railroad Commission*, 52 Wash. 33, as follows:

"The constitutional provision requiring the legislature to establish reasonable maximum transportation rates, does not prevent the delegation of such power to a railroad commission, since it further provides that the legislature may establish a railroad and transportation commission and define its powers; hence it does not prevent the establishment of a regulative commission with power to fix maximum rates, and Laws 1907, providing such a commission, impliedly repeals former maximum rate laws of the state, upon the taking effect of conflicting rates established by the Commission."

Under the logic of this decision the maximum rates which might be established by the legislature must give way to the rates held fair, reasonable and sufficient by the Commission, provided, however, that the Commission is directed to determine rates that are fair, reasonable and sufficient.

What is said in section 25 about the maximum five-cent charge stands as a legal maximum rate so long as the Commission may not see fit to establish a higher one in some particular instance. This interpretation of the statute allows each expression of the legislative will to have some scope and probity and does not lead us to the necessity of holding that the last expression found in section 53 dealing with the power of the Commission to find a fair, reasonable and sufficient rate is in conflict with the five-cent maximum provision found in section 25, under the rule of interpretation that the last expression of the legislative will shall take precedence over the first expression when found in irreconcilable conflict.

If the law is that the city of Tacoma had no power to fix the five-cent fare for a period of twenty-five years, or in fact for any other period, then the rights of the respondent company, if any, antedated the state constitution and to force the company to accept a five-cent fare, which is so low as not to return to the respondent any interest upon its investment, must result in the confiscation of its property, and this the highest law of our land does not permit.

The power of a commission under facts very similar to the facts which we are now considering to establish a rate in conflict with a statutory maximum rate has very recently been considered by the New York public service commission, second district, in the case of *Re Huntington Railroad Company*, Vol. 1918A No. 2, at page 249. Each of the commissioners wrote separate

opinions and no extract therefrom would express their reasoning, which asserted the power existed in the commission to establish a fare in excess of that fixed by the statute of the state.

It is gratifying to know that the members of the Washington Commission are a unit in seeking to carry out the desire of the American people in the prosecution of the war which now engages practically the world.

We have read with interest, the report of John Skelton Williams, controller of the currency, for the year 1918, and have taken note of what he terms the essential necessity of maintaining efficiency and guarding of public utility companies as being a public duty, and also that it is of great importance that fair and considerate treatment should be accorded our public utility corporations by city and municipal authorities, that an unjust burden greater than they can bear should not be imposed upon them. And further, he puts it up directly to state and municipal authorities to see that no such gross injustice is done, puts it up to them as a patriotic duty, to see that the revenues of those that have made the public utility possible are not dissipated by depriving them of any income from their investments and by depreciating the value of their securities as well and further, that these utilities touch intimately the daily life of the people, and it would be a national calamity to drag them down.

Neither are we dead to the appeal of our President when he addressed a letter to Secretary McAdoo as director general of railroads, wherein he said: "I fully share the views you express regarding the importance of the public service as a part of our national equipment, especially in war time. It is essential that these utilities be maintained at their maximum efficiency and that everything reasonably possible should be done with that end in view.

"I hope that state and local authorities, where they have not already done so, will, when the facts are properly laid before them, respond properly to the necessities of the situation.

"I shall be glad to have you communicate with the local authorities whenever the information in your possession suggests that such a course is desirable and in the national interest."

I don't believe that this Commission possesses the power to force the respondent company to establish and maintain a better service upon Tacoma avenue and Center street than is now being maintained unless we can point the source of revenue for the maintenance of that increased service. I do believe, however, that this Commission possesses the power to direct the respondent company to ignore the franchise provisions under which it is unjustly burdened and if need be to meet the increasing cost of labor and material it grant the street car company leave to establish a higher fare than five cents.

I heartily join in the expression of the sentiments contained in the opinions of Commissioners Lewis and Spinning, that this case shall be brought as soon as possible, before the highest tribunal of this state, that a decision of that body of proper scope may be rendered which will be a guide for us in the above particulars, in the administration of the public service law of this state.

No. 4576.

**In re Employment of Women as Conductors by the Puget Sound Traction
Light and Power Company.**

Application for leave to employ women as conductors; denied.

January 7, 1918, the Commission entered the following

Order.

Without inquiring into the legal phases of the application of the Puget Sound Traction, Light and Power Company for leave to put women conductors upon its street cars in the city of Seattle, we set the matter for hearing in such form that all who desired might express themselves as to the propriety of women being so employed. While no sworn testimony has been received, we believe that we are quite as well advised in the premises as though the different persons who expressed themselves had been under oath.

During the street car strikes in Seattle and Tacoma within the last year, we followed the same with the keenest interest and were complainant in an action in the superior court of Pierce county, and through the Attorney General's office of the state sought such a construction of our law by the courts that our street cars at all times might be operated efficiently and the public inconvenienced. Happily these differences were submitted to arbitration and an award has been made as just as all the circumstances would allow, but an efficient service has not been re-established. The inefficient service is admitted by the Puget Sound Traction, Light and Power Company, and the principal cause is the inability of the company to retain proper employees in its service under the rate of pay now being offered, including the broken hours of service.

The public hearing has made it plain to us that the expeditious and safe transportation of employees to and from industrial plants immediately connected with our war program is greatly desired by the Government and all concerned. We are also firmly convinced that our Government is looking to Western Washington as a great factor in the construction of the war emergency fleet, and it would be exceedingly unfortunate if at this time unnecessary friction should be caused in any line of industry which would bring about or tend to bring about a frustration of the work which will be assigned to this district if we maintain such conditions that it can be expeditiously performed.

We are satisfied that the women of our country, and particularly of the State of Washington, have been doing and are willing to do their full share in the prosecution of the great conflict now pending. There is, however, some danger that their enthusiasm will lead them into certain callings inimical to the best interests of the state. There is much light manufacturing and clerkships where they can be usefully employed, and which are not at all harmful to their womanhood, and in many instances, in these lines, they can replace able-bodied men, who can become useful in the more public lines of employment.

The highest attribute of woman is motherhood. This, in its fulness, includes purity and health. If necessary to the preservation of these things we do not believe that anyone would question the propriety, if need be, of granting to the Puget Sound Traction, Light and Power Company a suffi-

cient income by the increase of rates to make it possible for them to hire proper help.

That the troublesome question of pay and working conditions may be overcome and an efficient service be maintained, we will entertain from the company an application for an increase of rates, and upon such application being made will forthwith investigate to determine its condition that a proper order in the premises may be entered.

We are not unmindful of the fact that a difference of opinion exists as to the proper construction of section 25 of the Public Service law relating to five-cent fare, both as to the members of the Commission and the legal profession.

We are, however, engaged in a great war.

We conceive it to be our plain duty to exert every means and effort within our power to aid and assist our Government in the successful prosecution of that war, and such action as we might take in the premises would of necessity be to that end and for that purpose. Conditions here would indicate that the problem of transportation can only be solved by some action on our part which would bring the revenues of the Puget Sound Traction, Light and Power Company to a point where that situation can be met. The Puget Sound Traction, Light and Power Company, as other similar utilities, is limited in its income to certain sources. In our opinion the only adequate source by which this revenue can be obtained is through an increase in street car fares.

Eastern commissions, impelled by the increased cost of labor and materials, have granted increased rates; in some instances six cents and in other instances seven cents per ride, and only the other day the Oregon commission, for the same reason, increased the rate from five cents to six cents per ride in the city of Portland.

Wherefore, The petition of the Puget Sound Traction, Light and Power Company is hereby denied.

No. 4600.

Citizens of Bellingham, Complainants, v. Puget Sound Traction, Light & Power Company, Respondent.

- Complaint that street car service at Bellingham unsafe, inadequate and undependable; conference held and cause ordered closed. March 1, 1918, the Commission entered the following

Findings and Order.

The above entitled cause having been fully considered at a conference held at Bellingham, Washington, on the 12th day of February, 1918, before Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning, where the Central Labor Council was represented by H. W. Call, secretary, and the respondent was represented by James B. Howe and C. W. Howard, its attorneys, which resulted in a better understanding between the patrons and the utility,

It Is Ordered, That the above case be and the same is hereby closed.

No. 4603.

The Tacoma Commercial Club and Chamber of Commerce, Complainant, v. Tacoma Railway & Power Company, Pacific Traction Company, and City of Tacoma, Respondents.

Action to compel better street railway facilities at Tacoma; dismissed without prejudice.

November 27, 1918, the Commission entered the following

Order.

This cause coming on for hearing before the Public Service Commission on the 27th day of November, 1918, on the motion of the complainant herein for a dismissal, without prejudice, of the above entitled cause, and the Commission being fully advised in the premises,

It Is Ordered, That the motion for a dismissal of the above entitled cause is hereby granted, and said cause is hereby dismissed, without prejudice.

No. 4676.

The Public Service Commission of Washington, Complainant, v. Washington Water Power Company, a Corporation, Respondent.

Protest against increased freight and passenger rates; held increased rates not unreasonable or excessive and that revenue not sufficient to pay increased costs of operations; ordered that protest be withdrawn and rates be permitted to become effective.

July 30, 1918, the Commission entered the following

Findings and Order.

That the passenger and freight rates sought by tariff No. 5, W. P. S. C. No. 4 and No. 3, W. P. S. C. No. P-1 of the respondent company are not unreasonable or excessive, and the additional revenues derived therefrom will not be sufficient to pay the increased costs of operation due to war conditions, and that said company will be unable under said tariffs, on its interurban system, to pay the costs of operation including taxes and depreciation. That the rates established by said tariffs are practically on a parity with the rates initiated by W. G. McAdoo, director general of railroads, on roads controlled by him in this state, and the Commission is informed and believes that the director general is solicitous that the rates upon interurban and other railroads which have not been taken possession of by the Federal Government shall be on a parity with the rates initiated by the director general upon the roads now under his control and direction.

Wherefore, It Is Ordered, That the protest of this Commission to tariff No. 5, W. P. S. C. No. 4, and tariff No. 3, W. P. S. C. No. P-1 be and the same is hereby withdrawn, and said rates shall become effective as of the dates named in said tariffs, respectively.

No. 4681.

South Tacoma Mill Company, Complainant, v. Tacoma Railway & Power Company, Respondent.

Protest against increased rates on logs; protest withdrawn; dismissed without prejudice.

August 20, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that the complainant in the above entitled matter does not desire to further contest the same, in view of the extraordinary conditions prevailing at the present time,

It Is Therefore Ordered, That the above cause be and the same hereby is dismissed without prejudice.

ORDERS AFFECTING ELECTRIC LIGHT AND POWER COMPANIES.

No. 1809.

**In the Matter of the Valuation of the Light and Power System of the Wash-
ington Water Power Company.**

**Fair value of property of the company's light and power system
used and useful as of date December 31, 1917, in Idaho and Wash-
ington fixed at \$20,500,000, and that of such sum as a rate base in the
State of Washington \$16,700,000 is fixed.**

June 1, 1918, the Commission entered the following

Valuation, Findings and Order.

I.

History.

**The Washington Water Power Company was incorporated under the laws
of the State of Washington, March 13, 1889, by F. Rockwood Moore, John D.
Sherwood, H. Bolster, W. S. Norman and Cyrus R. Burns with an authorized
capital of \$1,000,000.00, divided into 10,000 shares, par value \$100.00 each.
This company was organized for the purpose of uniting in one organization
the electrical industry, both transportation and light and power, in the city
of Spokane, and to develop the Monroe street power site in said city, which
was acquired by individual interests and sold to the company for the
\$1,000,000.00 stock issued. In order to provide money to meet the expense of
organization, assessments aggregating \$67,000.00 were levied on the stock-
holders during August, October, November and December, 1889.**

**On February 10, 1890, first mortgage bonds to the amount of \$500,000.00
were authorized and sold at 90, yielding \$450,000.00, and on September 21,
1891, capital stock was increased to \$1,500,000.00.**

**Edison Electric Illuminating Company: Organized under the laws of the
State of Washington on April 18, 1888, with an authorized capital of 1,000
shares, par value \$100.00, and all issued. On August 15, 1890, an agreement
was made whereby the property of this company was taken over by the Wash-
ington Water Power Company, two shares of the latter company's stock being
given in exchange for one of the illuminating company.**

**Spokane Falls Water Power Company: Organized January 5, 1889, under
the laws of the State of Washington by Anthony M. Cannon, Edward J.
Brickell, Simon Oppenheimer, H. M. Strathern et al., with capital stock of
\$500,000.00, divided into 5,000 shares par value \$100.00. This company never
actively engaged in business, having been consolidated with the Washington
Water Power Company soon after its organization.**

**The company originally furnished current for illuminating and industrial
purposes within a limited area by the Edison three-wire system, but as the
city expanded and a demand for service increased, an alternating system was
installed to serve the then outlying districts; this in the year 1891. Business
showed the usual increase from year to year until 1893, when in common with**

all other lines, loss of earnings were shown, during subsequent years and until 1898 when the stockholders had to advance money to put the company on a sound financial basis. From 1898, the business shows a steady gain from year to year, commensurate with the growth of the city.

In 1903 the company built a transmission line to the Coeur d'Alene mining district in Idaho, and in 1904 commenced work on the 11,250 K. W. development at Post Falls, which was completed and placed in operation late in 1906.

During 1905 the site on which the company office building is now situated was purchased and work started in the building, same being completed during 1907.

In 1906 and 1907 a transmission line was constructed to the Palouse country to Moscow and Genesee to serve the Idaho-Washington Light & Power Company in the towns in which it operated.

In 1907 and 1908 a transmission line was constructed to the Big Bend country to serve the Big Bend Light and Power Company, in the towns of Reardan, Ritzville, Sprague, Harrington, Lind and Davenport, and at present extends westward to Odessa and Hartline.

Owing to the increase in load due to the extension of the transmission system, it became necessary to develop additional power, consequently the site at Little Falls was purchased and development work started in 1907 and the plant was completed and placed in operation during 1910, with a capacity of 20,500 K. W.

During 1906 a site was purchased in Ross Park Addition to Spokane and a steam generating station of 14,000 K. W. capacity was erected; this plant, however, has not been operated continuously but held as a reserve in the event of low water or other causes that might curtail the output of the hydro-electric plants.

In 1910 this company purchased the property of the Colfax Electric Light and Power Company for \$180,000.00. This company was incorporated in Washington with a capital of \$125,000.00 and did the entire light and power business of the city of Colfax; also constructed a transmission line north from Post Falls to Newport to serve the Northern Idaho and Montana Power Company's Washington and Idaho properties.

In 1910 site was purchased and the preliminary work of development of the Long Lake property started. This plant is designed to furnish ultimately a total of 50,000 K. W., but at present capacity is one-half, as only two units have been placed.

On July 1, 1913, the company acquired the Idaho-Washington Light and Power Company, together with all of its property in the towns of Moscow, Genesee, Troy and St. Maries, Idaho, and Tekoa, Garfield, Colton, Uniontown, Palouse, Farmington, Oakesdale and Pullman, Washington, for the sum of \$450,000.00, of which \$425,000.00 was paid in cash and assuming the liability on \$25,000.00 outstanding bonds of the Moscow Electric Light and Power Company. These bonds were retired during the year 1914.

The initial installation in the city of Moscow was made by the M. J. Shields Company in 1894. The plant was operated under this firm title until 1904, when the Moscow Electric Light and Power Company was organized under the laws of the State of Idaho. About this time these same interests incorporated the Genesee Light and Power Company to furnish light and

power service to the inhabitants of the town of Genesee and a contract entered into whereby power was obtained from the Moscow Electric Light and Power Company.

In 1905 the Moscow company purchased for \$6,000.00 the lighting and power property at Pullman, owned and operated by the city, dismantled the steam power plant and extended its transmission system to this point.

The original plant in the town of Tekoa was owned and operated by W. F. McCaskey, who failed to make a financial success of the venture and the property passed to the First National Bank of Tekoa to satisfy a debt. The First Bank of Tekoa sold it to Mahoney Brothers, who secured franchises to supply both light and water and operated the plant for several years when the steam and pumping plants were sold to the town and the electric plant to the Moscow Electric Light and Power Company. At the time of sale (1906) power for operation was obtained from the Washington Water Power Company, the steam plant being maintained as a standby.

The Moscow Electric Light and Power Company at the time of organization of the Idaho-Washington Light and Power Company was operating in Moscow, Pullman, Tekoa, Colton, Farmington, Garfield, Oakesdale and Uniontown, service having been extended to the last mentioned five towns during 1906 and 1907.

The Idaho-Washington Light and Power Company was organized under the laws of the State of Washington with a capital of \$500,000.00, divided into 5,000 shares of a par value of \$100.00, of which \$444,000 was issued at the beginning. This company absorbed the Moscow Electric Light and Power Company and the Genesee Light and Power Company and later acquiring by purchase the St. Maries Light and Power Company, the Troy light plant and the Palouse Light and Power Company.

The Palouse Light and Power Company was incorporated on December 30, 1904, under the laws of the State of Washington with a capital of \$20,000.00, divided into 200 shares, par value \$100.00, all issued. This property was sold to M. J. Shields on February 3, 1909, who operated the plant until December 31, 1911, when it was taken over by the Idaho-Washington Light and Power Company at the book value, viz., \$26,840.14.

The Washington Water Power Company also purchased in 1913 for \$8,800.00 the plant at Wilbur owned and operated by the Wilbur Electrical Company, organized under the laws of the State of Washington with a capital stock of \$30,000.00, of which \$10,600.00 was issued.

During 1904 and 1905 the Lewiston-Clarkston Improvement Company built 32.32 miles of transmission line from Leon Junction north, and installed substation equipment at Moscow, Pullman, Genesee and Uniontown for the purpose of supplying power under contract with the Moscow company. The afore-mentioned property was essential to the operation of that part acquired from the Idaho-Washington Light and Power Company; therefore, the Washington Water Power Company bought it from the Lewiston Clarkston Improvement Company for \$52,500.00. This also connects the two systems and permits of the exchange of power in case of need by either corporation.

The Big Bend Light and Power Company was organized by W. C. Silvyer, Eugene Enloe, Thomas K. Binnie, D. B. Fotheringham and H. L. Bleecker under the laws of the State of Washington on August 1, 1907, with capital stock authorized of \$300,000.00 and \$271,100.00 issued, for the purpose of unit-

ing under one management a number of properties located in the Big Bend district, viz.,

Davenport Machinery Co., Davenport.
 William Brodie, Harrington.
 Reardan Light Co., Reardan.
 Ritzville Electric Co., Ritzville.
 Sprague Electric Light Co., Sprague.

Little is known as to the investment and operations of the above mentioned companies for the reason that the books of account are not available.

II.

Property.

The light and power property of the Washington Water Power Company may be grouped under the following heads:

1. Generating System.
2. Transmission System.
3. Transformation System.
4. Light and Power Distribution System.
5. General Property.
6. Working Capital.

The generating system consists of four plants, all on the Spokane River.

First—Post Falls plant. Idaho, about ten miles below the mouth of Lake Coeur d'Alene, and about 22 miles east of Spokane. This plant operates under a head of 54 feet.

Second—Spokane City plant. This plant is located at the city of Spokane. It is the point of initial installation of the company. At present it is operated under a head of 72 feet. The total available head within the limits of the company's holdings at Spokane is 144 feet.

Third—Long Lake plant. This plant is located at the lower end of Long Lake. This lake was created by damming the Spokane River, and the lake is 23 miles in length, its outlet about 24 miles northwest of Spokane. The operating head at this plant is 168 feet.

Fourth—Little Falls plant. Little Falls plant is situated about $4\frac{1}{2}$ miles westerly from Long Lake plant. The head at this point is 73 feet.

The flow of water in Spokane River is equalized by means of water impounded in Lake Coeur d'Alene. The right to impound waters in this lake is owned and controlled by the company.

III.

Output of Current—Low Water Period.

Post Falls plant:

Original low water output.....	3,450 h. p.
Increase through pondage.....	2,480 h. p.
Total.....	5,930 h. p.

Spokane City plant:

Original low water output increased by pondage.. 11,733 h. p.

Long Lake plant:

Total amount of continuous low water output, without storage.....	34,650 h. p.
Added by use of Lake Coeur d'Alene pondage.....	8,265 h. p.
Total continuous output.....	42,915 h. p.

Little Falls plant:

Total output without use of pondage.....	14,640 h. p.
Added by use of pondage.....	3,490 h. p.
Total possible continuous output.....	18,130 h. p.

In addition to the foregoing hydro-electric plants the company owns two steam plants, one at Spokane and one at Colfax. Neither of the steam plants is essential to the successful operation of the company's generating system.

The four hydro-electric generating plants are united by tie lines and equipment as follows, which is herein treated as a part of the generating system, namely, Little Falls tower line, Little Falls-Long Lake lines, Post Falls lines 1 and 2, Monroe street lines, east and west, switching equipment, 29th avenue substation.

IV.

Transmission System.

The transmission system consists of 60,000 volt and 22,000 volt lines connecting with and radiating from the main generating system with the switching equipment used in their operation, and more definitely described as follows, viz.:

The Big Bend lines—60,000 volt lines serving the Big Bend country west of Medical Lake. These lines serve the Big Bend district.

The Palouse lines—60,000 volt lines extending south from substation No. 8 to Tekoa, Moscow and Colfax; and the 22,000 volt lines extending from Pullman to Unlontown via Moscow and Leon Junction. These lines serve the Palouse district.

Coeur d'Alene line No. 1—60,000 volt line extending easterly from Rockford Junction; and Coeur d'Alene line No. 2, 60,000 volt line extending easterly from the Post Falls plant, serving the Coeur d'Alene district and in cases of emergency, serving the Palouse district.

The Pend Oreille line—60,000 volt line extending from the Post Falls plant to Newport, serving the Pend Oreille district.

The Hayden Lake line—60,000 volt line extending from a junction with the Pend Oreille line to the substation of the Post Falls Irrigation Company at Hayden Lake, serving the Spokane suburban district.

The Post Falls-Inland line—22,000 volt line extending from the Post Falls plant to the transmission lines of the Spokane and Inland Empire Railway.

The Medical Lake-Cheney line—60,000 volt line extending from the 29th avenue substation to Medical Lake and Cheney. This line serves the inter-urban railway, the Silver Lake Irrigation Company, and the Meadow Lake-Hayford local distribution system; the Enloe Electric Company and the Cheney Light and Power Company. This line has been apportioned between light and power service and traction service.

V.

Transformation System.

The transformation system consists of all property used in changing the voltage of power delivered to it by transmission lines carrying a voltage in excess of 6,600 volts, with the exception of the Genesee substation. The trans-

forming apparatus in generating plants are not included under this head. All of the transformer stations owned by the company are assigned to some district and most of the property under this head will be assigned to some particular community.

The several transformer stations, and the communities which they serve, are as follows:

Post Street...	{ Street Railway Spokane-Hillyard
29th Avenue.....	{ Street Railway Spokane-Hillyard
Hillyard	Spokane-Hillyard
Stantons	Spokane-Hillyard
Jamieson	{ Interurban Railway Meadow Lake-Hayford
Cheney	{ Interurban Railway Cheney Light & Power Co.
Medical Lake.....	{ Interurban Railway Enloe Electric Co. Silver Lake Irrigation Co.
Reardan	Reardan
Davenport	Davenport
Harrington	Harrington
Odessa	Odessa
Sprague	Sprague
Ritzville	Ritzville
Lind	Lind
Wilbur	Wilbur
Creston	Creston
Hartline	{ Hartline Almira
Rockford	{ Rockford Spangle
Tekoa	{ Tekoa Latah
Belmont	{ Belmont Oakesdale Farmington Garfield Elberton
Colfax	{ Colfax Diamond Endicott Sunset St. John
Palouse	Palouse
Moscow	{ Moscow Pullman Uniontown Colton Johnsons Genesee W.-I. W. L. & P. Co.
Pullman	Pullman
Newport	N. I. & M. L. & P. Co.
Hayden Lake.....	Post Falls Irrigation Co.
Opportunity	Opportunity

Cataldo	}	Coeur d'Alene District
Sweeney		
Silver King		
B. H. & Sullivan		
Wardner		
Mullan Junction		
Wallace		
Gem		
Mace		
Burke		
Nine Mile		
Grouse Gulch		
Morning		
National		
Larsens		

All railway feeders, both overhead and underground, have been considered a part of the traction system.

VI.

Light and Power Distribution System.

The light and power distribution system is all property of every kind (other than trolley wire) and (railway feeders) used in the final distribution of power. It embraces lines extending from those points at which the secondary lines leave the 60,000 volt or the 22,000 volt transformation stations, to the terminating points, or the consumer's installations.

The light and power distribution system serves the following communities and consumers therein:

Spokane-Hillyard	Oakesdale
Otis Orchards	Garfield
Opportunity	Palouse
Meadow Lake-Hayford	Tekoa
Mining District	Pullman
Osborne	Colfax
Marsh Mill	Moscow
Sunset, Idaho	Hartline
Kingston	Creston
Elberton	Almira
Belmont	Reardan
Spangle	Harrington
Latah	Wilbur
St. John	Lind
Sunset, Wash.	Odessa
Uniontown	Sprague
Johnsons	Davenport
Colton	Ritzville
Endicott	St. Maries
Diamond	Silver Lake Irrigation Co.
Farmington	Street Railway Feeders
Rockford	Interurban Railway Feeders
Genesee	

VII.

General Property.

General property is property having such general use that it cannot be wholly assigned to any particular system, and, therefore, must be and has been apportioned.

VIII.

Working Capital.

Working capital is stores, supplies and funds for the proper maintenance and operation of the light and power plant.

IX.

Lands and Easements.

The Washington Water Power Company own certain lands, some of which are riparian, and certain long-time easements expressed in acreage as follows:

Location	Acres Owned in Fee	Acres Held Under Easements	Total Acres
Coeur d'Alene Lake.....	\$1,730.78	\$13,699.66	\$15,430.44
Post Falls.....	293.69	.....	293.69
Spokane	56.76	.....	56.76
Little Falls.....	466.34	8.97	475.31
Long Lake.....	8,750.20	389.49	9,139.69
Total.....	\$11,297.77	\$14,098.12	\$25,395.89

Valuable considerations other than money were given in exchange for some of these lands and easements. The more important of these transactions were the granting in perpetuity of 375 electrical horse power to Messrs. Martin and Strathern, 350 electrical horse power to the Great Northern Railway, and 50 electrical horse power to the Havermale and Burke estates.

X.

Cost of Construction Including Equipment.

The valuation of the light and power system of the company was begun by this Commission in 1915, and as of date June 30, 1915. The so-called historical, original or book value of the light and power property of the company in Idaho and Washington, used and useful, as of date June 30, 1915, was \$18,735,034.00.

That between the 30th day of June, 1915, and the 31st day of December, 1917, there were additions to the light and power system in said states amounting to \$781,604.00, so that the cost of construction and equipment of the company's light and power system, as of date December 31, 1917, was \$19,529,329.00.

XI.

Improvements Charged to Construction and Operating Expenses.

That of date December 31, 1917, the amount expended in construction and permanent improvements was \$19,529,329.00, and the whole thereof was charged to construction, and no improvements were charged in operating expenses.

XII.

Cost of Reproduction—Present Value as of Date December 31, 1917.

	AT JUNE 30, 1915, PRICES			AT JUNE 30, 1916, PRICES		
	June 30, 1910—June 30, 1915			December 31, 1912—December 31, 1916		
	Washington	Idaho	Total	Washington	Idaho	Total
Overflow Rights and Power Sites—						
Spokane.....	\$360,670 00	.....	\$360,670 00	\$360,670 00	.....	\$360,670 00
Post Falls.....	.....	\$77,143 00	77,143 00	.....	\$77,143 00	77,143 00
Little Falls.....	7,367 00	.....	7,367 00	7,367 00	.....	7,367 00
Long Lake.....	1,000,488 00	.....	1,000,488 00	1,000,488 00	.....	1,000,488 00
Coeur d'Alene.....	.....	567,965 00	567,965 00	.....	567,965 00	567,965 00
General office building land*	.....	.....	.....	.....	.....	.....
Power plants.....	271,785 00	.....	271,785 00	286,580 00	.....	286,580 00
Storage batteries.....	6,968,997 00	.....	6,968,997 00	7,378,561 00	.....	7,378,561 00
Transmission lines.....	178,283 00	.....	178,283 00	191,000 00	.....	191,000 00
Rural extensions.....	1,047,238 00	.....	1,047,238 00	1,152,080 00	.....	1,152,080 00
Telephone lines.....	79,580 00	666,408 00	1,713,644 00	87,149 00	781,192 00	1,888,212 00
Substations.....	98,194 00	71,272 00	150,852 00	114,046 00	78,228 00	166,377 00
Distribution system.....	1,492,281 00	30,477 00	1,522,758 00	1,600,839 00	38,306 00	1,639,145 00
Miscellaneous property.....	2,303,310 00	375,367 00	2,678,677 00	2,224,353 00	425,043 00	2,649,396 00
Stores and working capital.....	129,181 00	56,838 00	186,019 00	144,054 00	60,476 00	204,530 00
Land and easements.....	278,700 00	.....	278,700 00	290,185 00	.....	290,185 00
Totals.....	253,911 00	46,417 00	300,328 00	353,671 00	46,417 00	400,088 00
Non-operative property.....	\$16,004,743 00	\$9,008,194 00	\$25,012,937 00	\$16,061,142 00	\$9,179,699 00	\$25,240,841 00
Non-operating land.....	393,855 00	42,566 00	436,421 00	943,098 00	45,759 00	988,857 00
Totals.....	420,664 00	.....	420,664 00	420,664 00	.....	420,664 00
Additions 1916-1917.....	\$16,409,581 00	\$9,050,780 00	\$25,460,361 00	\$17,445,219 00	\$9,235,728 00	\$26,680,947 00
Additions 1917.....	306,532 00	171,864 00	478,396 00	308,552 00	171,864 00	480,416 00
Totals.....	273,396 00	134,736 00	408,132 00	272,306 00	134,736 00	407,042 00
Less—						
Steam plant Spokane.....	.....	\$633,630 00	.....	.....	\$679,230 00	.....
Steam plant Colfax.....	.....	18,235 00	.....	.....	19,238 00	.....
Central tract.....	.....	420,664 00	\$1,273,039 00	.....	420,664 00	\$1,219,908 00
Totals.....	.....	.....	\$1,273,039 00	.....	.....	\$1,219,908 00
Other lands, Spokane, Little Falls, etc.....	.....	.....	\$19,064,870 00	.....	.....	\$19,064,870 00
Totals.....	.....	.....	304,000 00	.....	.....	304,000 00
Totals.....	.....	.....	\$19,268,870 00	.....	.....	\$19,268,870 00

* Railway proportion deducted.

XIII.**Reproduction Less Depreciation.**

The cost of reproducing company's light and power system in Idaho and Washington in its condition December 31, 1917, first calculated as of date June 30, 1915, using average of prices June 30, 1910, to June 30, 1915, and brought down to December 31, 1917, using cost prices, exclusive of steam plants, was, at the last mentioned date \$14,867,457.00, or using average prices December 31, 1912, to December 31, 1916, was exclusive of steam plants, as of December 31, 1917, \$16,133,328.00.

XIV.**Capital Stock and Value Thereof.**

The authorized capital stock of company as of date December 31, 1917, was \$20,000,000.00, consisting of 200,000 shares of \$100.00 each; amount issued, \$15,490,000.00. The market value of said stock December 31, 1917, was \$70.00 per share.

XV.**Funded Indebtedness.**

The funded indebtedness of respondent company as of December 31, 1917, was \$6,377,000.00, and one year coupon notes in the sum of \$2,670,000.00.

XVI.**Value Used State and Interstate.**

The value of the use to which respondent's light and power system in Idaho and Washington was actually put as of date December 31, 1917, in the conduct of business in said states, including the Intermountain Power Company and Stevens county contracts based upon:

First: Value of the physical property actually located in each state, based on reproduction cost.

Second: Fair value of property \$20,500,000.00, apportioned in accordance to gross revenue received in each state.

Third: Value of the transmission, transformation and distribution systems in each state, together with 79.2 per cent in Washington and 20.8 per cent in Idaho of the value of generating system, including tie lines which is an apportionment based on the gross revenue received in each state.

Fourth: Value of the transmission, transformation and distribution systems in each state, together with 70 per cent in Washington and 30 per cent in Idaho of the generating system, including tie lines, which is an apportionment based on the individual maximum demands in each state.

Fifth: Value of the transmission, transformation and distribution systems in each state, together with 82 per cent in Washington and 18 per cent in Idaho of the generating system, including tie lines, which is an apportionment based on the simultaneous maximum demand in each state.

Sixth: An average of the third and fifth theories.

	Washington	Idaho	Total
First	\$16,912,500	\$3,587,500	\$20,500,000
Second	16,236,000	4,264,000	20,500,000
Third	16,719,800	3,780,200	20,500,000
Fourth	15,293,000	5,207,000	20,500,000
Fifth	16,622,302	3,877,698	20,500,000
Sixth	16,671,051	3,828,949	20,500,000

From the foregoing the commissions have concluded to allot to the State of Washington \$16,700,000.00 and to Idaho \$3,800,000.00.

The value of the use to which company's light and power property in Washington and Idaho is actually put as of December 31, 1917, in the conduct of interstate business, was \$1,633,900.00.

XVII.

Market Value.

The total market value of the property of company's light and power property in Idaho and Washington, used for the public convenience within said states, as of December 31, 1917, was \$22,500,000.00.

XVIII.

Dividends—Light, Power and Traction Combined.

That the company commenced doing business in the State of Washington in 1889, and paid dividends upon its outstanding capital stock as follows:

End of Year	Outstanding Capital Stock	Dividend Rate	Amount
1889.....	\$1,000,000 00	....	.....
1890.....	1,000,000 00	....	.....
1891.....	1,200,000 00	1	\$10,000 00
1892.....	1,272,900 00	4	48,032 00
1893.....	1,464,000 00	2	26,035 00
1894.....	1,464,000 00	None	.....
1895.....	1,464,000 00	None	.....
1896.....	1,464,000 00	None	.....
1897.....	1,464,000 00	None	.....
1898.....	1,497,900 00	None	.....
1899.....	1,497,200 00	1	14,972 00
1900.....	1,872,200 00	3	44,916 00
1901.....	1,872,200 00	4½	79,568 50
1902.....	2,246,300 00	5½	98,290 50
1903.....	2,414,100 00	6	139,596 00
1904.....	2,884,900 00	6	173,094 00
1905.....	3,480,200 00	7	225,410 00
1906.....	4,175,500 00	7	267,949 50
1907.....	5,001,900 00	7	321,209 00
1908.....	5,016,300 00	7	351,141 00
1909.....	7,223,200 00	7	442,424 50
1910.....	9,390,100 00	8	708,231 50
1911.....	11,737,600 00	8	939,008 50
1912.....	14,081,900 00	8	1,125,120 00
1913.....	14,081,900 00	8	1,126,552 00
1914.....	15,490,000 00	7½	1,094,863 00
1915.....	15,490,000 00	5½	851,950 00
1916.....	15,490,000 00	4½	658,325 00
1917.....	15,490,000 00	4	619,600 00
Total.....			\$9,366,287 50

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Net Earnings and Rate of Return Light and Power System, by Years Based Upon Actual Investment; Depreciation Not Deducted

Year	Investment	Net Earnings	Rate of Return
1892.....	\$640,584 00	\$113,237 00	17.67
1893.....	657,526 00	89,945 00	13.67
1894.....	772,916 00	69,393 00	8.97
1895.....	775,269 00	41,642 00	5.37
1896.....	777,896 00	53,362 00	6.86
1897.....	778,162 00	39,368 00	5.06
1898.....	786,113 00	68,815 00	8.75
1899.....	909,746 00	96,966 00	10.66
1900.....	1,159,589 00	113,368 00	9.78
1901.....	1,162,926 00	128,692 00	11.07
1902.....	1,279,130 00	136,150 00	10.64
1903.....	1,917,931 00	184,493 00	9.62
1904.....	2,031,186 00	271,964 00	13.39
1905.....	2,616,977 00	351,372 00	13.43
1906.....	3,401,183 00	462,285 00	13.59
1907.....	5,270,623 00	621,981 00	11.80
1908.....	6,686,380 00	741,972 00	11.10
1909.....	8,432,247 00	889,079 00	10.54
1910.....	11,176,003 00	1,032,776 00	8.78
1911.....	13,715,843 00	1,185,944 00	8.65
1912.....	15,199,634 00	1,280,370 00	8.42
1913.....	17,168,434 00	1,384,283 00	8.06
1914.....	19,153,879 00	1,429,342 00	7.46
1915.....	19,505,187 00	1,347,580 00	6.91
1916.....	19,747,605 00	1,212,856 00	6.14

XIX.

The probable earning capacity of the company's light and power system under the rates charged as of date December 31, 1917, was \$2,000,000.00, of which \$1,500,000.00 was in Washington and \$500,000.00 in Idaho, and the sum required to meet fixed charges and operating expenses was \$1,497,000.00, of which \$1,109,000.00 was in Washington and \$388,000.00 was in Idaho. The probable earning capacity upon interstate business is \$130,720.00, and the sum required to meet fixed charges and operating expenses upon interstate business is \$98,040.00. The relative proportion of intrastate and interstate business is 6 to 100; the relative proportion of operating expenses between intrastate and interstate business was 6 to 100, and the relative proportion of the revenues of the intrastate and interstate business is 6 to 100.

XX.

The light and power system of the respondent company, including the Intermountain Power Company and Stevens County Light and Power Company contracts as of date December 31, 1917, was 85 per cent saturated. The density of population of the districts served by respondent company is extremely variable. The conditions are favorable for an increase in traffic as well as an increase in population.

XXI.

The expenditures already made by the company in procuring this property were such as were justified by the then existing conditions and such as might easily be expected in the immediate future, and the money expended by

the company has been reasonable for the present needs of the company and for such needs as may reasonably be expected in the immediate future.

Comment and Opinion.

It has been both pleasant and profitable to us to hear this case. In 'ts determination we have been associated with the members of the Idaho Utilities Commission and the catholic spirit displayed by them has broadened our horizon and has led to conclusions that must be beneficial to both Idaho and Washington.

At Spokane in order that the company might acquire all the power features of the Spokane river within the city it acquired a large amount of real estate in and adjoining the river. Such a course, under the circumstances, was prudent. The company has, however, since acquiring said property, sold some of it which was non-operative and we have eliminated the following tracts, namely, A-B-E-F- $\frac{1}{2}$ G-H-I of so-called Central tract as not being essential for the reasonable future needs of the company in the performance of its public duty. We have, also, after due allowances as hereinafter more fully appears, cast aside steam standby plants as no longer necessary to the successful operation of respondents light and power system.

The development of the Wahington Water Power Company's hydro-electric system is a chapter in the unfolding of the Northwest worthy of perusal. In 1889 we find an investment of about a quarter of a million dollars; today, some twenty million dollars; in 1889 a small plant at Spokane; today four plants developing 78,000 horse power, and by reasonable improvements capable of producing 93,000 horse power, and all this at low stages of water in the Spokane river, supplemented, however, by pondage in Lake Coeur d'Alene. These four plants tied together insure a constant source of energy and this energy by means of transmission lines is carried into the mountains and aids in the winning of the precious metals, into the farming districts and communities, furnishing light and power, and to the city of Spokane, the metropolis of the Inland Empire, stabilizing it beyond peradventure. In all this there is an interdependence that should cause communities to pause before making demands that their relationship to the whole enterprise should be better understood. As the wealth of the mine and the farm flows into the city, the city is not warranted in concluding that the city is the source of prosperity, nor should it conclude that its needs, by reason of numbers, should be peculiarly considered. It is safe to say that neither the farm nor the mine is the recipient of patronage.

We have concluded that the hydro-electric plants of the company, linked as they are, have a constant efficiency of such potency as to outweigh any natural advantages of location of any one of the plants close to the place of the demand for its energy. We believe that the features of this case bear out the assertion of Mr. Huntington that the company was impelled by the demands made upon it to develop plant after plant and that the conditions were such when the Long Lake plant was considered to justify that undertaking. It certainly would not tend towards progress for this or any other regulatory commission to substitute its hindsight for the utility's foresight. Not extraordinary but ordinary forecast of the future is all that the public can fairly demand. When something has been done by a utility which has not resulted beneficially we should, as near as we can, put ourselves in the position that

the company was in, or those who acted for it, and then pass judgment, and not simply conclude that because the project was a failure that its undertaking was wholly unwarranted. In business as in navigation there are currents, cross-currents, calms, trade winds and storms, and the slow sailing of a ship, or its loss, does not necessarily condemn the master. Surely it would not do to charge a utility with all its bad calculations and make it suffer such losses and give the patrons the full benefit of those which proved successful. Some rule of reason should apply in this as in all other human activities.

We are in this case in duty bound to hold that each of the hydro-electric plants was judiciously undertaken and that the company upon the whole acted wisely in making the developments and in the order pursued. The evidence shows that the hydro-electric plants have been installed at a low cost per horse power and the future of the company is promising. This we have considered in fixing the market value of the property at \$22,500,000.00.

The rate of return which the company has earned in the last two years is not conclusive that its light and power and traction systems are bad ventures. The storage at Lake Coeur d'Alene has not, as yet, been fully utilized and the large expenditures there for pondage will be compensated when full development takes place at Long Lake and Spokane. In fixing the market value at \$22,500,000.00 we have somewhat followed the reasoning of Messrs. Thomson, Gray and Ralston.

The fact that upon the Columbia river at Priest Rapids, and on the Pend Oreille river at Metaline Falls there are opportunities for huge installations for the development of hydro-electric energy is in no way a deterrent factor as to the future of the company's business, but if anything it will prove an aid. We as a people are entering upon a new era in our national life. Expanses of fertile unoccupied land no longer exist and no longer can we wear out one piece of land and move upon a virgin tract. From now on we must maintain our land and as we take from the soil some of its properties we must restore them from some cheap source of supply. From the air by applied science we are now taking the best of fertilizers and in their abstraction or fixation electricity is now being used both abroad and in our own land. Electricity's future use in this field seems assured. For this purpose our waterfalls in a big way are available. A western railroad is a pioneer in the electrification of its system, but only a part of the work has been performed. Its trains are being most successfully moved by the electric current. Other western roads of necessity must in this particular follow the example of the Chicago, Milwaukee & St. Paul Railway Company. This means an enormous consumption of hydro-electrical energy. Electric casting, welding, forging and tempering is now common, while smelting by means of the electric current is a probability. It can be said that we are about to enter upon the use of hydro-electric energy in a wholesale way which will tend to stabilize the retail features of the industry. Domestic lighting and heating with all its minutia and perplexities will have but little attraction to a huge hydro-electric plant producing its hundreds of thousands of horse power.

Apportionment.

Owing to a proposed consolidation of the two existing street car systems in Spokane we are holding in abeyance the valuation of the traction system of the company, both city and interurban. Owing to this fact we have appor-

tioned some of the property used in common by the traction system and the light and power system. This is notably true of the general offices at Spokane and working capital exclusive of stores. The commissioners of Idaho and the commissioners of Washington have been able to agree as to the fair value of light and power property of the company, used and useful in Idaho and Washington as of date of December 31, 1917, and this value is \$20,500,000. The commissions have also been able to agree as to the relative value of the use to which the property considered in reaching a rate base is actually put to in the conduct of the business of the company in each state and the interstate feature. The property in Idaho we have found to have a value of \$3,800,000.00, as of the date last above mentioned, and of the same date we found the value of the Washington property to be \$16,700,000. Of the energy produced December 31, 1917, there was consumed in Idaho practically 16,736 horse power, and in Washington practically 36,750 horse power. As there was produced at Post Falls, the only plant located in the state of Idaho, some 15,000 horse power, that state was receiving power generated in Washington, but as the Post Falls plant at low stage of water is capable of producing not to exceed 6,000 horse power, Idaho must during the low water stages receive a considerable amount of power generated in Washington, although the hydro-electric plants are linked together we cannot conclude that as a matter of commerce or interstate trade that Washington is receiving any power from Idaho.

On October 1, 1916, the respondent company entered into a ninety-nine year contract with the Inter-Mountain Power Company under which it was to furnish 10,000 horse power of electrical energy, with an option for an additional 5,000 horse power and oral notice has already been served that the additional 5,000 horse power will be demanded.

In the year of 1917 it also entered into a long-time contract with the Stevens County Light and Power Company of Colville for the furnishing of 5,000 K. V. A. or 6,666 horse power of electric energy to be available upon demand.

These contracts have been considered in dividing the use of the property of the company's system between the states of Idaho and Washington. When the performance of these contracts has been fully entered upon the proportionate amount of power used in Washington over Idaho will be much greater than at the present time so that it is reasonable to say that into Washington from Idaho there will be some interstate business, which in relation to the whole hydro-electric system of the company will be as 6 to 100. In a rate-making sense the company's property can respect no state lines. In considering a rate in Washington we must know the value of the property used and useful by the company, regardless of its geographical or political location, and this principle holds good in determining the rate base for Washington rates. It would be unfortunate if this principle should be overlooked by the assessors when they should try to establish the value of a property in either state by the income produced or received in such state.

We have not in this valuation allocated to the different communities in Washington the property of the company that is used or useful, or any part of the generating or transmission systems, or general property, or working capital. This we will do upon a rate study which is to follow.

We have been solicited by the representatives of the company in fixing the cost of reproduction to the structural property to use present prices. We

believe that such a course would be contrary to law, an injustice to the patrons of the utility and so irritating as to result in a grave injury to all concerned. The valuation of company's properties was begun in the summer of 1915 and average prices from June 30, 1910, to June 30, 1915, were taken. To all property in place as of June 30, 1915, we applied to it the average of those prices. We have, however, determined all structural property and changes since June 30, 1915, down to December 31, 1917, and to such property we have applied practically the cost price; also shown the cost of reproduction based upon average prices from December 31, 1912, to December 31, 1916, and have adopted this as the cost of reproducing the company's structural property as of date December 31, 1917. In doing this we believe that we have followed the spirit of the statute under which we have valued the property. The evidence shows that if we should apply present prices the valuation would be approximately forty per cent above what we have found it. Rates based upon such a valuation would be prohibitive and provocative of other parties entering the field of respondent's activities. Should we pursue the principle contended for by company, in the very nature of things we would be forced to rely almost wholly upon the book value and to practically ignore the cost of reproduction.

Development Cost.

We see but small room for so-called development cost in this case. The company has made money from the start. Its capital stock in the beginning was largely fictitious; based upon the cash actually invested the rate of return has been fair and remunerative. Owing to a general business depression the company could not sell the whole of its output of its Long Lake installation. We are satisfied that from now on all the continuous power capable of generation by all the plants will meet a ready sale and in order to meet the growing demands it will have to increase its units at Long Lake and make full use of the 144-foot head at Spokane.

Working Capital.

The company keeps on hand supplies of the average value of \$163,500.00. These are reasonable and should be treated as a part of the working capital. In addition we have added \$128,000.00, the average expenses for two months of light and power system. This allowance should permit the company to take advantage of market conditions in buying supplies and care for its current expenses.

As a protective measure the company may have been justified in buying the plant at Colfax, the plant of the Idaho-Washington Light and Power Company, and the Big Bend Light and Power Company. We believe, however, that it would be wrong in furnishing electric energy to the several communities formerly served by these companies, to use as a rate base what those properties were bought for. These matters we have taken into consideration in fixing the rate base.

Unused Real Estate.

We have, as hereinabove stated, eliminated certain tracts of land in the city of Spokane which never were and probably never would be essential to the performance of company's public duty. From the evidence we have concluded that these tracts so eliminated are worth at least what they cost, therefore it is not necessary that their value should in any manner affect the rate

base. With the tracts so eliminated the company may do with them as it may see fit.

Unused Steam Plants.

The steam plants now owned by the company were once used and useful; their further use, however, is unnecessary, for the company's hydro-electric plants linked together constitute a proper assurance of constant service. We are led to believe from the evidence that these steam plants as a whole have a large junk value. Their cost, less the usual depreciation, should not in our judgment be now considered as a part of the rate base. We have elected to have them, together with the real estate on which they are situated, which real estate has been used in their operation, classified as unused property and carried in a special account at their depreciated value as of December 31, 1917. As these steam plants are junked and disposed of, including the real estate, the special account should be credited with the proceeds of the sales. When all such property has been disposed of and proper credits made, the balance, if any, on the debtor side of the ledger can be treated as a development cost and as such carried into capital, or the same may be amortized, provided the income of the company under fair and reasonable rates will permit of such a course.

Wherefore, It Is Ordered, That the fair value of the property of the company's light and power system, used and useful as of date December 31, 1917, in the states of Idaho and Washington, was \$20,500,000.00, and that of such sum as a rate base in the State of Washington for the property of the company there used and useful as of date December 31, 1917, the sum of \$16,700,000.00 shall be taken and considered.

No. 1854.

J. H. McLennon et al., Complainants, v. Washington Water Power Company, Respondent.

Complaint against light rates; determined by decision in cause No. 4625, supra; dismissed.

November 20, 1918, the Commission entered the following

Findings and Order.

This cause coming on for hearing before the Public Service Commission of Washington, on this 20th day of November, 1918, it appearing to the Commission that the matter in controversy in this action was included under order No. 4625 by this Commission,

It Is Therefore Ordered, That this cause be, and the same is, hereby dismissed.

No. 4146.

Grays Harbor County, Complainant, v. Northwest Electric & Water Company, Respondent.

Claim of overcharge for electric energy furnished; dismissed for lack of prosecution.

December 29, 1917, the Commission entered the following

Findings and Order.

It appearing to the Commission that complaint was filed in May, 1916, in the above entitled matter and a hearing thereon has been continued from time to time, and no action having been taken by the complainant,

It Is Hereby Ordered, That this cause be dismissed for lack of prosecution, without prejudice.

No. 4356.

City of Chehalls, Complainant, v. North Coast Power Company, Respondent.
Complaint re electric rates; dismissed without prejudice.

November 20, 1918, the Commission entered the following

Order.

It Is Ordered, That the above entitled case be, and the same is, hereby dismissed without prejudice.

No. 4625.

The Public Service Commission of Washington, Complainant, v. Washington Water Power Company and Spokane Heat, Light & Power Company, Respondents.

Complaint instituted directly by Commission that certain competitive rates are unremunerative, unreasonable, discriminatory, illegal and unfair; held that the rates in the competitive district were such that the Washington Water Power Company could not earn 2.3 per cent and that the Spokane Heat, Light & Power Company suffered a loss; ordered that rates for light and power below which neither of said companies shall go in the establishment of rates in the city of Spokane for either light or power shall be those set out in these findings and that the companies eliminate all contracts carrying rates below those here fixed as minimums.

September 27, 1918, the Commission entered the following Findings, Opinion and Order:

Findings of Fact.

I.

Each of the respondents is engaged in furnishing electric light, power and heat within the city of Spokane, Spokane county, State of Washington, for hire.

II.

That the Washington Water Power Company for many years has been engaged in the generation and sale of electrical energy in the city of Spokane and the vicinity thereof, and that the light and power wires of said company extend into every portion of said city and from the same those desiring light, power or heat could readily receive the same over said wires.

III.

That on the first day of June, 1918, the Public Service Commission of the State of Washington found the value, as a rate base, of the property of the Washington Water Power Company, used and useful in the State of Washing-

ton, as of December 31, 1917, to be the sum of \$16,700,000.00, and said Commission has allocated to the Spokane-Hillyard system, said system comprehending the city of Spokane and the Hillyard residential and industrial district, the sum of \$10,483,091.00, said sum being the fair value, as a rate base, for the property of said company used and useful in the city of Spokane and the Hillyard district.

IV.

That on or about July 1, 1915, the Spokane Heat, Light & Power Company commenced the construction of a steam heating plant in the city of Spokane, and on or about May 7, 1917, commenced the furnishing of electric energy for light and power. That the light and power wires of said company do not extend to every portion of said city of Spokane but are limited mainly to the business section thereof.

V.

That the Public Service Commission of the State of Washington has made a general survey of the property of said Spokane Heat, Light & Power Company and a thorough investigation into the books of said company, and, while not having fixed a value upon the property of said company as used and useful for the generation and furnishing of light, power and steam heat in the city of Spokane, is advised and so states the fact to be, that the value of the plant of said company is \$1,741,246.00.

VI.

That this Commission has allocated to the light and power property of said company the sum of \$729,485.00.

VII.

That on and prior to the entry of the Spokane Heat, Light & Power Company into the electrical field of Spokane, the Washington Water Power Company maintained the following rates for light and power, namely:

“(1)

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

Schedule A—Spokane Residential Rate

Classification:

This rate applies to all private residences and private garages within the city limits of Spokane and Hillyard, Washington.

Rate:

For the first 20 kilowatt-hours per month, 7c per kilowatt hour.

For all over 20 kilowatt-hours per month, 3c per kilowatt hour.

Minimum Charge:

The minimum charge under this schedule shall be seventy (70c) per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of service shall be one year.

Terms and Conditions of Service:

For terms and conditions of service, see Sheet No. 22.

Filed ———, 1916. Effective July 1, 1916.

Reference Commission Order No. 2693.

Approved—H. L. Bleecker, Vice-Pres.

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**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule B—Spokane Public Building Rate

Classification:

This rate applies to all churches, public schools, public libraries and hospitals within the city limits of Spokane and Hillyard, Washington.

Rate:

For the first 20 kilowatt-hours per month, 8c per kilowatt-hour.

For the next 10 kilowatt-hours per month, 6c per kilowatt-hour.

For all over 30 kilowatt-hours per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule C—Spokane Suburban Residential Rate

Classification:

This rate applies to all private residences, churches, public schools, public libraries, hospitals and private garages, for all points within three miles of the city limits of Spokane and Hillyard, Washington, as bounded on the north by Francis avenue extended, on the east by Havanna street extended, on the south by 44th avenue extended, and on the west by H street extended.

Rate:

For the first 20 kilowatt-hours per month, 10c per kilowatt-hour.

For the next 20 kilowatt-hours per month, 9c per kilowatt-hour.

For the next 20 kilowatt-hours per month, 8c per kilowatt-hour.

For all over 60 kilowatt-hours per month, 5c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to the consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule D—Spokane Suburban Fuel Rate

Classification:

This rate applies exclusively to heating appliances uses in residences within three miles of the city limits of Spokane and Hillyard, as bounded on the north by Francis avenue extended, on the east by Havanna street extended, on the south by 44th avenue extended, and on the west by H street extended.

Rate:

3c per kilowatt hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule E—Spokane Commercial Lighting Rate

Classification:

This rate applies to all commercial accounts, including mercantile establishments, offices, etc., where service is used for lighting and heating only.

Rate:

For the first 120 hours' use of the connected load, per month, 8c per kilowatt-hour.

For all over 120 hours' use of the connected load, per month, 3c per kilowatt-hour.

Determination of Demand:

The connected load shall include the total connected wattage of lamps; empty sockets to be taken at 25 watts each. Heating devices not to be taken as part of the connected load, except where connected load is measured by maximum demand meters (at the option of the power company), in which case the maximum demand, as measured by the meters, will be taken. The demand used for computing the rate shall be figured to the nearest 100 watts only; any demand less than 200 watts shall be considered as having a capacity of 200 watts.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

**Schedule F—Spokane Power Rate
(Non-lighting service)**

Classification:

This rate applies to all commercial power, industrial heating, and public garages used continuously throughout the year, where no lighting load is used on the power circuit.

Rate:

First 20 hours' use (or less) of consumer's connected load, per month, \$1.50 per kilowatt-ampere.

Next 30 hours' use of consumer's connected load, per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load, per month, 1.5c per kilowatt-hour.

Next 300 hours' use of consumer's connected load, per month, 1c per kilowatt-hour.

Over 400 hours' use of consumer's connected load, per month, .5c per kilowatt-hour.

Subject to Quantity Discount (based on monthly bills) as follows:

First	\$50.00, net.....	\$50.00
Second	50.00, 10% discount.....	45.00
Second	100.00, 20% discount.....	80.00
Third	100.00, 30% discount.....	70.00
Fourth	100.00, 40% discount.....	60.00
Over	400.00, 50% discount.....	.....

Determination of Demand:

On installations totaling 5 horse-power or less the connected load will be assumed to be the demand.

On installations exceeding 5 horse-power the power company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

Schedule G—Spokane Light and Power Rate

Classification:

This rate applies to all commercial accounts, including mercantile establishments, offices, etc., where service is used for lighting, heating and power through the same meter.

Rate:

For the first 120 hours' use of the connected load, per month, 8c per kilowatt-hour.

For all over 120 hours' use of the connected load, per month, 3c per kilowatt-hour.

Minimum—\$1.50 per kilovolt-ampere of connected load.

Determination of Demand:

The connected load shall include the total connected wattage of lamps; empty sockets to be taken as 25 watts each. Motors to be taken at their rated capacity in watts. Heating devices not to be taken as part of the connected load.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

**Schedule H—Wholesale Light and Power Rate
(Regulated)**

Classification:

This rate applies to all commercial accounts when service is used for light and power, the supply for lighting circuits being from the regulated lighting feeders of the power company.

Rate:

First 100 hours' use of consumer's maximum demand, per month, 6c per kilowatt-hour.

Next 50 hours' use of consumer's maximum demand, per month, 2c per kilowatt-hour.

Next 100 hours' use of consumer's maximum demand, per month, 1c per kilowatt-hour.

Over 250 hours' use of consumer's maximum demand, per month, ½c per kilowatt-hour.

Subject to Quantity Discount (based on monthly bills) as follows:

First	\$100.00, 5% discount, net.....	\$95.00
Second	100.00, 20% discount, net.....	80.00
Third	100.00, 30% discount, net.....	70.00
Fourth	100.00, 40% discount, net.....	60.00
All over	400.00, 50% discount, net.....	....

The minimum payment shall not be less than \$5.00 net per kilovolt-ampere of maximum demand per month.

Determination of Demand:

The connected load will be assumed to be the maximum demand.

The power company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$100.00 per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be five years.

Terms and Conditions of Service:

The consumer agrees to use electric service from the power company to the exclusion of all other forms of artificial illumination. For other terms and conditions see Sheet No. 22.

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

Schedule I—Combined Power and Light Rate
(Non-regulated)

Classification:

This rate applies to all commercial accounts when service is used for power and light, the supply being 3-phase, 60-cycle, alternating current at 230 volts from regular non-regulated power feeders.

Rate:

First 20 hours' use (or less) of consumer's connected load, per month, \$1.50 per kilovolt-ampere.

Next 30 hours' use of consumer's connected load, per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load, per month, 1.5c per kilowatt-hour.

Next 300 hours' use of consumer's connected load, per month, 1c per kilowatt-hour.

Over 400 hours' use of consumer's connected load, per month, .5c per kilowatt-hour.

Subject to Quantity Discount (based on monthly bill) as follows:

First	\$50.00 net.....	\$50.00
Second	50.00, 10% discount.....	45.00
Second	100.00, 20% discount.....	80.00
Third	100.00, 30% discount.....	70.00
Fourth	100.00, 40% discount.....	60.00
Over	400.00, 50% discount.....	....

Determination of Demand:

On installations totalling 5 horse-power or less, the connected load will be assumed to be the demand.

On installations exceeding 5 horse-power the power company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$50.00 per month.

Lamp Service:

No free lamp renewals will be furnished under this schedule.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

Any lighting must be taken from the phase or phases on which the demand measuring instruments are installed.

For other terms and conditions see Sheet No. 22.

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

Schedule K—Industrial Heating Rate

Classification:

This rate applies exclusively to heating appliances.

Motive power and lighting cannot be used on this rate.

Rate:

For the first 20 kilowatt-hours, per month, 8c per kilowatt-hour.

For the next 10 kilowatt-hours, per month, 6c per kilowatt-hour.

For all over 30 kilowatt-hours, per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

The Washington Water Power Company,
Spokane, Washington.

W. P. S. C. No. 3.

Schedule L-A (substitute for Schedule L)—Flat Rate Lighting
(Patrolled service)

Classification:

This rate applies to window lighting, signs, outlines and display lighting.

Flat Rate Charge per Lamp per Month
Including Free Renewals

Watts	Hours' Use		
	180 Hrs.	240 Hrs.	360 Hrs.
5 Mazda.....	\$0.07	\$0.10	\$0.12
10 Mazda.....	.10	.14	.17
16 Gem.....	.10	.14	.17
20 Gem.....	.11	.14	.22
30 Gem.....	.16	.22	.32
50 Gem.....	.27	.36	.54
80 Gem.....	.43	.58	.86

Renewals Not Included

Watts	Hours' Use		
	180 Hrs.	240 Hrs.	360 Hrs.
25 Mazda.....	\$0.14	\$0.18	\$0.27
40 Mazda.....	.22	.29	.43
60 Mazda.....	.32	.43	.65
100 Mazda.....	.54	.72	1.08
150 Mazda.....	.71	1.08	1.62
250 Mazda.....	1.35	1.80	2.70
500 Mazda.....	2.70	3.60	5.40

**Large Unit Lighting
Including Free Renewals**

Watts	<u>Hours' Use</u>		
	180 Hrs.	240 Hrs.	360 Hrs.
250 Mazda.....	\$2.50	\$3.25	\$4.50
500 Mazda.....	4.50	6.00	8.00

Renewals Not Included

Watts	<u>Hours' Use</u>		
	180 Hrs.	240 Hrs.	360 Hrs.
750 Mazda "C".....	\$7.00	\$9.00	\$12.00
1000 Mazda "C".....	9.00	12.00	16.00

Minimum Charge:

The minimum charge under this schedule shall be \$2.50 per month.

Lamp Service:

Free renewal of all Edison gem and carbon lamps, and all 5 and 10-watt Mazda lamps. Free patrol for lighting at dusk and extinguishing at midnight, 2 o'clock or dawn. Also the cleaning of opalescent globes.

Term:

The minimum term of contract shall be three years.

Terms and Conditions of Service:

Bills payable monthly in advance. For large unit lighting the Washington Water Power Company will supply, free of charge to the consuber, 250 watt and 500 watt vacuum Mazda lamps; also suitable Alba diffusing ball or Holo-phane reflector.

For other terms and conditions see Sheet No. 22 and copy of Schedule L-A hereto attached and made a part hereof.

Effective September 1, 1916.

Spokane, Washington, August 1, 1916.

Approved.

D. L. HUNTINGTON,
President.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

**Schedule M—Street Lighting Rate
(Incandescent)**

Classification:

This rate applies to all current used for street lighting by means of incandescent lamps on ornamental posts.

Rate:

Five-light electrolliers with 340 watts demand, \$48.00 per annum.
(Four 60-watt lamps to burn nightly from dusk to midnight.)
(One 100-watt lamp to burn from dusk to dawn.)

Lamp Service:

This rate includes free renewal of Mazda lamps, free patrol for lighting at dusk and extinguishing at midnight and dawn, and the cleaning of opalescent globes.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

Bills payable monthly in advance.

For further terms and conditions see Sheet No. 22.

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**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule N—Municipal Street Lighting Rate (Arc)

Classification:

This rate applies to municipal arc lighting, either suspended, overhead or on ornamental posts.

Rate:

- 7.5 ampere series enclosed arc, \$48.00 each per annum.
- 4.0 ampere magnetite arc, overhead service, \$48.00 each per annum.
- 4.0 ampere magnetite arc, underground service, \$58.00 each per annum.
- 6.6 ampere magnetite arc, underground service, 75.00 each per annum.
- All-night service lamps to burn approximately 4,000 hours per annum.

Lamp Service:

Trimming of arcs and cleaning of glassware included under this schedule.

Term:

The minimum term of contract shall be five years on overhead service and ten years on underground service.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule O—Water Heating Flat Rate

Classification:

This rate applies to water heaters used in conjunction with electric ranges.

Rate:

- 600 watt heater, per month, \$2.00
- 750 watt heater, per month, 2.50
- 1000 watt heater, per month, 3.00
- Over 1000 watts per month, \$3.00 per kilowatt per month.

Term:

The minimum term of contract shall be one month.

Terms and Conditions of Service:

Heaters on this schedule shall be used only in conjunction with electric ranges of make approved by the Washington Water Power Company. A double throw switch will be installed by the power company on a loop wired by the consumer which shall prevent the use of the water heater while the range is in operation.

For other terms and conditions see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3

Schedule P—Flat Rate Temporary Power (Daylight service)

Classification:

This rate applies to hoists, concrete mixers, rock crushers, wood-working tools, floor sanders, wood saws, portable pumps, and similar temporary or portable power plants.

Rate:

- \$4.00 per horse-power connected load per month.

Determination of Demand:

The demand shall be taken at the rated capacity of the motors connected, but may, at the option of the power company, be determined by test.

Minimum Charge:

The minimum charge under this schedule shall be \$4.00 per month.

Term:

The minimum term of contract shall be one month.

Terms and Conditions of Service:

Bills payable monthly in advance.

Use of energy under this schedule is limited to the hours of 7:00 a. m. to 6:00 p. m.

The consumer under this schedule must pay for all expense of connection to and disconnection from the power company's mains; also the cost of any extension which may be needed to reach his premises.

For other terms and conditions see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule R—Electrical Contractors' Rate

Classification:

This rate applies only to electrical contractors, fixture manufactures, and dealers whose principal business is the selling of electric current-consuming devices and who have regular display rooms for that purpose.

Rate:

First 20 kilowatt-hours, per month, 8c per kilowatt-hour.

Next 10 kilowatt-hours, per month, 6c per kilowatt-hour.

All over 30 kilowatt-hours, per month, 2c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

No free lamp renewals shall be furnished under this schedule.

Term:

The minimum term of contract shall be one year.

Terms and Conditions of Service:

For terms and conditions of service see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule S—Employees' Rate

Classification:

This rate applies to all permanent employees of the Washington Water Poper Company.

Rate:

First 30 kilowatt-hours (or less), per month, 25c net.

All over 30 kilowatt-hours, per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be 25c per month.

Lamp Service:

Burned out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

This rate shall apply only while consumer is in the employ of the company.

Terms and Conditions of Service:

This rate is applicable only for residential purposes, where the premises served (houses, rooms, apartments, etc.) are occupied exclusively by employees as heads of families. This rate is not applicable where boarders or roomers are taken and where the premises are used partly for business purposes.

For other terms and conditions see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule T—Municipal Pumping Rate

Classification:

This rate applies to municipalites only, for pumping water, for municipal water works exclusively and at various plants.

Rate:

First 20 hours' use (or less) of consumer's connected load, per month, \$1.50 per kilovolt-ampere.

Next 30 hours' use of consumer's connected load, per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load, per month, 1.5c per kilowatt-hour.

Next 300 hours' use of consumer's connected load, per month, 1c per kilowatt-hour.

All over 400 hours' use of consumer's connected load, per month, .5c per kilowatt-hour.

Plus \$1.00 gross per kilowatt-month for each kilowatt by which the demand of the month billed is less than the greatest previous demand.

With a Quantity Discount (based on monthly bill) as follows:

First	\$50.00 net.....	\$50.00
Second	50.00, 10% discount.....	45.00
Second	100.00, 20% discount.....	80.00
Third	100.00, 30% discount.....	70.00
Fourth	100.00, 40% discount.....	60.00
All over	400.00, 50% discount.....	.....

Measurement of Demand:

The demand is measured by graphic recording watt-meters.

Minimum Charge:

The minimum charge shall be \$1.00 per kilowatt per month based on the greatest demand at any time prior to the month for which the bill is rendered.

Term:

The minimum term of contract shall be five years.

Terms and Conditions of Service:

The power company is given the exclusive right to furnish the city all of the electrical energy which may be required by the city for pumping purposes. For other terms and conditions see Sheet No. 22.

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule U—Irrigation Rate

Classification:

This rate applies to irrigation plants. Energy to be 3-phase, 60-cycle, 2300-volt, alternating current, non-regulated.

Rate:

\$3.00 per kilovolt-ampere per month of maximum demand plus ½c per kilowatt-hour.

Minimum for irrigation season, \$12.00 per kilovolt-ampere of maximum demand of season.

Determination of Demand:

On installations totaling 5 horse-power or less, the connected load shall be assumed to be the demand.

On installations exceeding 5 horse-power the power company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge shall be \$1.00 per month.

Terms and Conditions of Service:

Consumers under this schedule shall advance to the power company the total cost which may be necessary to give them service. This amount shall be reimbursed to the consumer at the rate of 25 per cent of his monthly bills; the line and all apparatus so installed to be the property of the power company from the date of its installation.

For other terms and conditions see Sheet No. 22.

VIII.

That on August 1st, 1916, the Washington Water Power Company filed with the Public Service Commission of Washington a new schedule of rates, effective September 1st, 1916, as follows:

**The Washington Water Power Company,
Spokane, Washington.**

W. P. S. C. No. 3.

Schedule W—Spokane Light and Power Contract—Optional Rate

Classification:

This rate applies to all commercial accounts, including mercantile establishments, offices, etc., where service is used for lighting and power and is optional with consumer.

Rate:

For the first 100 kilowatt-hours consumed per month, 7c per kilowatt-hour.
For all over 100 kilowatt-hours consumed per month, 3c per kilowatt-hour.
25 per cent discount allowed on all monthly bills under this contract.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month net.

Term:

The minimum term of contract shall be three years.

Terms and Conditions of Service:

See printed contract attached hereto and made a part hereof; also Sheet No. 22.

Effective September 1, 1916.

Spokane, Washington, August 1, 1916.

Approved.

**D. L. HUNTINGTON,
President.**

IX.

That on April 9th, 1917, the Spokane Heat, Light & Power Company filed a schedule of rates, issued February 25th, 1917, and effective May 7th, 1917, as follows:

**S. H., L. & P. Co. (Electric) No. 1. Sheet No. 1.
Schedule 100—Domestic Service**

W. P. S. C. No. E-1.

Classification:

For residence use.

Rate:

6c per kilowatt-hour for first 20 kilowatt-hour per month.
3c per kilowatt-hour for next 50 kilowatt-hour per month.
2c per kilowatt-hour for all over 70 kilowatt-hour per month.

Minimum Charge:

50 cents per month.

General Terms and Conditions:

See sheets Nos. 1 and 2.

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S. H., L. & P. Co. (Electric) No. 1. Sheet No. 4.

W. P. S. C. No. E-1.

Schedule 102—Air and Water Heating Service

Classification:

For air and water heaters used in connection with electric ranges.

Rate:

600 watt heater, per month	\$2.00
750 watt heater, per month	2.50
1000 watt heater, per month	3.00
Over 1000 watt heater, per month	3.00 per kilowatt-hour.

Minimum Charge:

\$2.00 per month.

See Sheets Nos. 1 and 2.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

S. H., L. & P. Co. (Electric) No. 1. Sheet No. 6.

W. P. S. C. No. E-1.

Schedule 202—Power Service

Classification:

For power use, 24-hour service.

Rate:

For installation up to but not exceeding 15 horse-power—

3 c per kilowatt-hour for first 54 kilowatt-hour per horse-power per month.

1½c per kilowatt-hour for next 54 kilowatt-hour per horse-power per month.

¾c per kilowatt-hour for all over 108 kilowatt-hour per horse-power per month.

For installations exceeding 15 horse-power up to and including 50 horse-power—

2½c per kilowatt-hour for first 54 kilowatt-hour per horse-power per month.

1½c per kilowatt-hour for next 54 kilowatt-hour per horse-power per month.

¾c per kilowatt-hour for all over 108 kilowatt-hour per horse-power per month.

For installations exceeding 50 horse-power up to and including 100 horse-power—

2½c per kilowatt-hour for first 54 kilowatt-hour per horse-power per month.

1½c per kilowatt-hour for next 54 kilowatt-hour per horse-power per month.

½c per kilowatt-hour for all over 108 kilowatt-hour per horse-power per month.

For installations exceeding 100 horse-power up to and including 200 horse-power—

2 c per kilowatt-hour for first 54 kilowatt-hour per horse-power per month.

1 c per kilowatt-hour for next 54 kilowatt-hour per horse-power per month.

½c per kilowatt-hour for all over 108 kilowatt-hour per horse-power per month.

For installations exceeding 200 horse-power—

1½c per kilowatt-hour for first 54 kilowatt-hour per horse-power per month.

1 c per kilowatt-hour for next 54 kilowatt-hour per horse-power per month.

½c per kilowatt-hour for all over 108 kilowatt-hour per horse-power per month.

Minimum Charge:

50c per horse-power per month provided the total of no monthly bill be less than \$1.00 per month.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

S. H. L. & P. Co. (Electric) No. 1. Sheet No. 10. **W. P. S. C. No. E-1.**
Schedule 302—Commercial Service

Classification:

For commercial use.

Rate:

4c per kilowatt-hour for first 100 kilowatt-hour per month.
2.2c per kilowatt-hour for next 1000 kilowatt-hour per month.
2c per kilowatt-hour for all over 1100 kilowatt-hour per month.

Minimum Charge:

\$1.00 per month.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

S. H. L. & P. Co. (Electric) No. 1. Sheet No. 14. **W. P. S. C. No. E-1.**

Schedule 303—Sign and Outline Service

Classification:

For sign lighting, window, outline and display lighting.

Rate:

5 mills per watt of connected load per month for service from dusk to midnight.

7 mills per watt of connected load per month for service from dusk to dawn.

All load on flasher service use 60 per cent of rate.

All load on continuous service use 100 per cent of rate.

Minimum:

\$1.00 per month.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

S. H. L. & P. Co. (Electric) No. 1. Sheet No. 15. **W. P. S. C. No. E-1.**

Schedule 304—Lamp Renewal and Patrol Service

Classification:

For sign lighting, window, outline and display lighting, within a reasonable patrol distance. Service from dusk to midnight, seven nights a week. Company switches off and makes periodical inspection and renewal of burned-out lamps.

Rate:

Mazda B. Lamps—

2½ watt lamp, 5 watt lamp, 7½ watt lamp, 10 watt lamp, 25 watt lamp, 40 watt lamp—5c per lamp per month.

50 watt lamp, 60 watt lamp—6c per lamp per month.

100 watt lamp, 10c per lamp per month.

150 watt lamp, 14c per lamp per month.

250 watt lamp, 22c per lamp per month.

400 watt lamp, 43c per lamp per month.

500 watt lamp, 48c per lamp per month.

Special Terms and Conditions:

The consumer will furnish and install all wiring, signs and devices (including the first installation of lamps), according to the requirements of the city ordinances and of the company and maintain all wiring in and to the lamps.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

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S. H. L. & P. Co. (Electric) No. 1. Sheet No. 16.

W. P. S. C. No. E-1

Schedule 305—Temporary Service

Classification:

Temporary electric service.

Rate:

Regular rates applying to class of service plus a net connection charge equal to the estimated cost of labor and material used in connecting and disconnecting the service.

General Terms and Conditions:

See Sheets Nos. 1 and 2.

X.

That under the schedules set forth in paragraphs VII, VIII, and IX, hereof, each of said companies, the Washington Water Power Company, and the Spokane Heat, Light & Power Company, solicited business in the city of Spokane within the competitive district, and the Washington Water Power Company procured a large number of three year contracts with a 25 per cent discount within said district, but did not solicit business outside of said district. That within said competitive district the Spokane Heat, Light & Power Company entered into five year contracts with patrons, with a special discount applying on electric energy where the contracts covered steam heat, power and light.

XI.

That under the rates set forth in paragraphs VII and VIII hereof, the Washington Water Power Company, on the reasonable value of its property, used and useful in the Spokane-Hillyard district, used as a rate base, with its plant well saturated, could not earn a rate exceeding two and three-tenths (2.3%) per cent after paying taxes and allowing a depreciation of three per cent.

XII.

That the income under the schedule of rates of the Spokane Heat, Light & Power Company, set forth in paragraph IX hereof, including the income from steam heat, on the reasonable value of its property used and useful in the city of Spokane, after paying taxes but not computing or providing for depreciation, was such that the company suffered a loss.

XIII.

That the following are fair, competitive rates below which neither of said companies should go in furnishing light or power to their patrons in the city of Spokane, namely:

Schedule A—Spokane Residential Rate

Classification:

This rate applies to all private residences and private garages within the city limits of Spokane and Hillyard, Washington.

Rate:

For the first 20 kilowatt-hours per month, 7c per kilowatt-hour.

For all over 20 kilowatt-hours per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be seventy cents (70c) per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of service shall be one year.

Schedule B—Spokane Public Building Rate

Classification:

This rate applies to all churches, public schools, public libraries and hospitals within the city limits of Spokane and Hillyard, Washington.

Rate:

For the first 20 kilowatt-hours per month, 8c per kilowatt-hour.

For the next 10 kilowatt-hours per month, 6c per kilowatt-hour.

For all over 30 kilowatt-hours per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Schedule C—Spokane Suburban Residential Rate

Classification:

This rate applies to all private residences, churches, public schools, public libraries, hospitals and private garages, for all points within three miles of the city limits of Spokane and Hillyard, Washington, as bounded on the north by Francis avenue extended, on the east by Havanna street extended, on the south by 44th avenue extended, and on the west by H street extended.

Rate:

For the first 20 kilowatt-hours per month, 10c per kilowatt-hour.

For the next 20 kilowatt-hours per month, 9c per kilowatt-hour.

For the next 20 kilowatt-hours per month, 8c per kilowatt-hour.

For all over 60 kilowatt-hours per month, 5c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Schedule D—Spokane Suburban Fuel Rate

Classification:

This rate applies exclusively to heating appliances used in residences within three miles of the city limits of Spokane and Hillyard, Washington, as bounded on the north by Francis avenue extended, on the east by Havanna street extended, on the south by 44th avenue extended and on the west by H street extended.

Rate:

3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Schedule E (Optional)—Spokane Commercial Lighting Rate

Classification:

This rate applies to all commercial accounts including mercantile establishments, offices, etc., where service is used for lighting and heating only.

Rate:

For the first 120 hours' use of the connected load per month, 8c per kilowatt-hour.

For all over 120 hours' use of the connected load per month, 3c per kilowatt-hour.

Determination of Demand:

The connected load shall include the total connected wattage of lamps; empty sockets to be taken as 25 watts each. Heating devices not to be taken as part of the connected load, except where connected load is measured by maximum demand meters (at the option of the power company) in which case the maximum demand, as measured by the meters, will be taken. The demand used for computing the rate shall be figured to the nearest 100 watts only; any demand less than 200 watts shall be considered as having a capacity of 200 watts.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Schedule Z—Commercial

This rate applies to all commercial accounts, including mercantile establishments, offices, etc., where service is used for lighting and power.

Rate:

For first 100 kilowatt-hours consumed per month, 7c per kilowatt-hour.

For next 100 kilowatt-hours consumed per month, 5c per kilowatt-hour.

For all over 200 kilowatt-hours consumed per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month net.

Schedule F—Spokane Power Rate (Non-Lighting Service)

Classification:

This rate applies to all commercial power, industrial heating, and public garages used continuously throughout the year, where no lighting load is used on the power circuit.

Rate:

First 20 hours' use (or less) of consumer's connected load per month, \$1.50 per kilovolt ampere.

Next 30 hours' use of consumer's connected load, per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load, per month, 1.5c per kilowatt-hour.

Next 300 hours' use of consumer's connected load, per month, 1c per kilowatt-hour.

Over 400 hours' use of consumer's connected load, per month, .5c per kilowatt-hour.

Subject to quantity discount (based on monthly bill) as follows:

First \$50.00, net \$50.00.

Second \$50.00, 10 per cent discount, \$45.00.

Second \$100.00, 20 per cent discount, \$80.00.

Third \$100.00, 30 per cent discount, \$70.00.

Fourth \$100.00, 40 per cent discount, \$60.00.

Over \$400.00, 50 per cent discount.

Determination of Demand:

On installations totaling 5 horsepower or less the connected load will be assumed to be the demand.

On installations exceeding 5 horsepower, the Power Company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Schedule G—Spokane Light and Power Rate

Classification:

This rate applies to all commercial accounts including mercantile establishments, offices, etc., where service is used for lighting, heating and power through the same meter.

Rate:

For the first 120 hours' use of the connected load, per month, 8c per kilowatt-hour.

For all over 120 hours' use of the connected load, per month, 3c per kilowatt-hour.

Minimum, \$1.50 per kilovolt-ampere of connected load.

Determination of Demand:

The connected load shall include the total connected wattage of lamps; empty sockets to be taken as 25 watts each. Motors to be taken at their rated capacity in watts. Heating devices not to be taken as part of the connected load.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

The minimum term of contract shall be one year.

Schedule H-A—Wholesale Light and Power Rate (Regulated)

Classification:

This rate is optional and applies to all accounts when service is used for light, heat and power, the supply for lighting circuits being from the regulated lighting feeders of the Power Company.

Rate:

First 50 hours' use of consumer's maximum demand per month, 6c per kilowatt-hour.

Next 100 hours' use of consumer's maximum demand per month, 3c per kilowatt-hour.

Next 100 hours' use of consumer's maximum demand per month, 2c per kilowatt-hour.

Over 250 hours' use of consumer's maximum demand per month, $\frac{1}{2}$ c per kilowatt-hour.

Subject to quantity discount (based on monthly bill) as follows:

First \$200.00, net \$200.00.

Third \$100.00, 20 per cent discount, net \$80.00.

Fourth \$100.00, 30 per cent discount, net \$70.00.

All over \$400.00, 40 per cent discount.

The minimum payment shall not be less than \$5.00 net per kilovolt-ampere of maximum demand per month.

Determination of Demand:

The connected load will be assumed to be the maximum demand. The Power Company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$100.00 per month.

Schedule I—Combined Power and Light Rate (Non-Regulated)

Classification:

This rate applies to all commercial accounts when service is used for power and light, the supply being 3 phase, 60 cycle, alternating current at 230 volts from regular non-regulated power feeders.

Rate:

First 20 hours' use (or less) of consumer's connected load per month, \$1.50 per kilovolt-ampere.

Next 30 hours' use of consumer's connected load per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load per month, 1½c per kilowatt-hour.

Next 300 hours' use of consumer's connected load per month, 1c per kilowatt-hour.

Over 400 hours' use of consumer's connected load per month, ½c per kilowatt-hour.

Subject to quantity discount (based on monthly bill) as follows:

First \$50.00, net \$50.00.

Second \$50.00, 10 per cent discount, \$45.00.

Second \$100.00, 20 per cent discount, \$80.00.

Third \$100.00, 30 per cent discount, \$70.00.

Fourth \$100.00, 40 per cent discount, \$60.00.

Over \$400.00, 5 per cent discount.

Determination of Demand:

On installations totaling 5 horsepower or less, the connected load will be assumed to be the demand.

On installations exceeding 5 horsepower the Power Company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge under this schedule shall be \$50.00 per month.

Lamp Service:

No free lamp renewals will be furnished under this schedule.

Term:

The minimum term of contract shall be one year.

Schedule K—Industrial Heating Rate

Classification:

This rate applies exclusively to heating appliances.

Motive power and lighting cannot be used on this rate.

Rate:

For the first 20 kilowatt-hours per month, 8c per kilowatt-hour.

For the next 10 kilowatt-hours per month, 6c per kilowatt-hour.

For all over 30 kilowatt-hours per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Term:

The minimum term of contract shall be one year.

Schedule L-A (Substitute for Schedule L)

Flat Rate Lighting (Patrolled Service)

Classification:

This rate applies to window lighting, signs, outlines and display lighting.

Rate:

Flat rate charge per lamp per month (including free renewals)—

Watts	Hours' Use		
	180 hrs.	240 hrs.	360 hrs.
5 Mazda	\$0.07	\$0.10	\$0.12
10 Mazda .....	.10	.14	.17
16 Gem .....	.10	.14	.17
20 Gem .....	.11	.14	.22
30 Gem .....	.16	.22	.32
50 Gem .....	.27	.36	.54
80 Gem .....	.43	.58	.86
Large unit lighting—			
250 Mazda	2.50	3.25	4.50
500 Mazda	4.50	6.00	8.00

Flat rate charge per lamp per month (renewals not included)—

Watts	Hours' Use		
	180 hrs.	240 hrs.	360 hrs.
25 Mazda	\$0.14	\$0.18	\$0.27
40 Mazda .....	.22	.29	.43
60 Mazda .....	.32	.43	.65
100 Mazda .....	.54	.72	1.08
150 Mazda .....	.81	1.08	1.62
250 Mazda	1.35	1.80	2.70
500 Mazda	2.70	3.60	5.40
Large unit lighting—			
750 Mazda "C"	7.00	9.00	12.00
1000 Mazda "C"	9.00	12.00	16.00

Minimum Charge:

The minimum charge under this schedule shall be \$2.50 per month.

Lamp Service:

Free renewal of all Edison, Gem and carbon lamps, and all 5 and 10-watt Mazda lamps. Free patrol for lighting at dusk and extinguishing at midnight, two o'clock or dawn. Also the cleaning of opalescent globes.

Term:

The minimum term of contract shall be three years.

Schedule M—Street Lighting Rate (Incandescent)

Classification:

This rate applies to all current used for street lighting by means of incandescent lamps on ornamental posts.

Rate:

Five-light electroliers with 340 watts demand \$48.00 per annum.
(Four 60-watt lamps to burn nightly from dusk to midnight.)
(One 100-watt lamp to burn from dusk to dawn.)

Lamp Service:

This rate includes free renewal of Mazda lamps, free patrol for lighting at dusk and extinguishing at midnight and dawn, and the cleaning of opalescent globes.

Term:

The minimum term of contract shall be one year.

Schedule N—Municipal Street Lighting Rate (Arc)

Classification:

This rate applies to municipal arc lighting, either suspended, overhead or on ornamental posts.

Rate:

7.5 ampere series enclosed arc, \$48.00 each per annum.

4.0 ampere magnetite arc, overhead service, \$48.00 each per annum.

4.0 ampere magnetite arc, underground service, \$58.00 each per annum.

6.6 ampere magnetite arc, underground service, \$75.00 each per annum.

All-night-service lamps to burn approximately 4,000 hours per annum.

Lamp Service:

Trimming of arcs and cleaning of glassware included under this schedule.

Term:

The minimum term of contract shall be five years on overhead service and ten years on underground service.

Schedule O—Water Heating Flat Rate

Classification:

This rate applies to water heaters used in conjunction with electric ranges.

Rate:

600 watt heater, per month, \$2.00.

750 watt heater, per month, \$2.50.

1000 watt heater, per month, \$3.00.

Over 1000 watts per month, \$3.00 per kilowatt per month.

Term:

The minimum term of contract shall be one month.

Schedule P—Flat Rate Temporary Power (Daylight Service)

Classification:

This rate applies to hoists, concrete mixers, rock crushers, woodworking tools, floor sanders, wood saws, portable pumps, and similar temporary or portable power plants.

Rate:

\$4.00 per horsepower connected load per month.

Determination of Demand:

The demand shall be taken at the rated capacity of the motors connected but may, at the option of the Power Company, be determined by test.

Minimum Charge:

The minimum charge under this schedule shall be \$4.00 per month.

Term:

The minimum term of contract shall be one month.

Schedule R—Electrical Contractors' Rate

Classification:

This rate applies only to electrical contractors, fixture manufacturers, and dealers whose principal business is the selling of electric current-consuming devices and who have regular display rooms for that purpose.

Rate:

First 20 kilowatt-hours per month, 8c per kilowatt-hour.

Next 10 kilowatt-hours per month, 6c per kilowatt-hour.

All over 30 kilowatt-hours per month, 2c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be \$1.00 per month.

Lamp Service:

No free lamp renewals shall be furnished under this schedule.

Term:

The minimum term of contract shall be one year.

Schedule S—Employees' Rate

Classification:

This rate applies to all permanent employees of the Washington Water Power Company.

Rate:

First 30 kilowatt-hours (or less) per month, 25c net.

All over 30 kilowatt-hours per month, 3c per kilowatt-hour.

Minimum Charge:

The minimum charge under this schedule shall be 25c per month.

Lamp Service:

Burned-out and unbroken standard Edison gem and carbon lamps will be renewed free of charge to consumers under this schedule when returned to the company's office.

Term:

This rate shall apply only while consumer is in the employ of the company.

Schedule T—Municipal Pumping Rate

Classification:

This rate applies to municipalities only, for pumping water for municipal water works exclusively and at various plants.

Rate:

First 20 hours' use (or less) of consumer's connected load per month, \$1.50 per kilovolt-ampere.

Next 30 hours' use of consumer's connected load per month, 3c per kilowatt-hour.

Next 50 hours' use of consumer's connected load per month, 1½c per kilowatt-hour.

Next 300 hours' use of consumer's connected load per month, ½c per kilowatt-hour.

All over 400 hours' use of consumer's connected load per month, ½c per kilowatt-hour.

Plus \$1.00 gross per kilowatt-month for each kilowatt by which the demand of the month billed is less than the greatest previous demand.

With a quantity discount (based on monthly bill) as follows:

First \$50.00, net \$50.00.

Second \$50.00, 10 per cent discount, \$45.00.

Second \$100.00, 20 per cent discount, \$80.00.

Third \$100.00, 30 per cent discount, \$70.00.

Fourth \$100.00, 40 per cent discount, \$60.00.

All over \$400.00, 50 per cent discount.

Measurement of Demand:

The demand is measured by graphic recording watt-meters.

Minimum Charge:

The minimum charge shall be \$1.00 per kilowatt per month based on the greatest demand at any time prior to the month for which the bill is rendered.

Term:

The minimum term of contract shall be five years.

Schedule U—Irrigation Rate

Classification:

This rate applies to irrigation plants. Energy to be 3-phase, 60-cycle, 2300-volt, alternating current, non-regulated.

Rate:

\$3.00 kilovolt-ampere per month of maximum demand plus ½c per kilowatt-hour.

Minimum for irrigation season, \$12.00 per kilovolt-ampere of maximum demand of season.

Determination of Demand:

On installations totaling 5 horse-power or less, the connected load shall be assumed to be the demand.

On installations exceeding 5 horse-power the power company may, at its option, determine the maximum demand by suitable indicating or recording instruments.

Minimum Charge:

The minimum charge shall be \$1.00 per month.

XIV.

That either of said companies shall be permitted to combine in one rate light and power, but in no event shall they combine steam heat with light or power.

Opinion.

The legislative assembly of the State of Washington, in 1913, as a part of chapter 145 (page 452, Session Laws) provided:

"That when two or more public service corporations (meaning to exclude municipal and other public corporations) are engaged in competition in any locality or localities in the state, either may make complaint against the other or others that the rates, charges, rules, regulations or practices of such other or others with or in respect to which the complaint is in competition, are unreasonable, unremunerative, discriminatory, illegal, unfair, or intending or tending to oppress the complainant, to stifle competition, or to create or encourage the creation of monopoly, and upon such complaint or upon complaint of the Commission upon its own motion, the Commission shall have power, after notice and hearing as in other cases, to, by its order, subject to appeal as in other cases, correct the abuse complained of by establishing such uniform rates, charges, rules, regulations or practices in lieu of those complained of, to be observed by all of such competing public service corporations in the locality or localities specified as shall be found reasonable, remunerative, non-discriminatory, legal, and fair or tending to prevent oppression or monopoly or to encourage competition, and upon any such hearing it shall be proper for the Commission to take into consideration the rates, charges, rules, regulations and practices of the public service corporation or corporations complained of in any other locality or localities in the state."

There can be no doubt as to the duty of the Commission under the foregoing statute. When the rate war first started in the city of Spokane we were communicated with by some parties presumably patrons of the Washington Water Power Company, and we notified them that the radical discounts provided for by the long-time contracts did not meet with our approbation, and we seriously considered starting an appropriate proceeding to check the rate war at its inception. The statute, however, in the first instance mentions competitors as proper complainants, and, secondly, the Commission. Those who have had the benefit of long-time contracts with radical discount are not in a position to criticise even though they cannot from now on enjoy favors under them, for they have already had something which was an advantage over other patrons.

It is time that patrons of public service corporations should appreciate the fact that they can gain no advantage by special contracts carrying radical discounts with a utility. The law contemplates "a schedule of rates" which shall be open to all and just in its terms and provisions. These schedules are subject to change at any time by the utility and can be challenged by the patrons or by the Commission, and cannot be controlled by contracts between the utility and the patrons.

We are not disposed to interfere with reasonable minimum periods of service, and there are special instances in which it is proper for a patron to agree to receive the service of a particular company for a given length of time, especially when such a patron is asking an installation for his benefit, the cost of which will be an unjust burden not only upon the utility but its other patrons. Such circumstances have been recognized by commissions as grounds for a special contract, but such a contract should not relate to a rate.

We have carefully avoided a rate study in the city of Spokane, but we have undertaken in paragraph XIII hereof to set forth rates below which neither company shall go, and rates which under the circumstances are reasonable, remunerative, nondiscriminatory, legal, fair, and tending to prevent oppression or monopoly, and to encourage competition, and rates that are comparable with rates in other localities in the state.

Order.

Wherefore, It Is Ordered, That the rates for light and power below which neither of said companies, the Washington Water Power Company and the Spokane Heat, Light and Power Company, shall go in the establishment of rates in the city of Spokane, for either light or power, or both, shall be as set forth in paragraph XIII of the foregoing

Findings of Fact.

And It Is Further Ordered, That the Washington Water Power Company and the Spokane Heat, Light and Power Company, shall cause to be eliminated all contracts carrying rates below those set forth in paragraph XIII of the foregoing Findings of Fact, and all other rates below those set forth in said paragraph XIII of said Findings of Fact.

And It Is Hereby Further Ordered, That in the establishment of rates the rates for light and power may be united. That in the establishment of rates steam heat shall not be united with either power or light or with both.

No. 4712.

Public Service Commission, Complainant, v. Willapa Electric Company and Willapa Power Company, Respondents.

Complaint by Commission against non-remunerative competitive rates; held that rates are insufficient; ordered that companies establish and maintain rates not less than specified minimums.

Hearing was held at South Bend, October 28, 1918.

November 27, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

Each of the respondents is engaged in furnishing electric heat, light and power within and about the town of South Bend, Pacific County, Washington, for hire.

II.

That the Willapa Electric Company or its predecessors in interest for many years have been engaged in the generation and sale of electric energy

in the town of South Bend and vicinity, and that the electric wires of said company extend to every portion of said town and from the same those desiring heat, light or power could readily receive the same over said wires.

III.

That in the year 1914 the Willapa Power Company commenced the construction of a hydro-electric plant in the vicinity of the town of South Bend, and on the beginning of the year 1915, commenced to furnish electric energy for heat, light and power to the town and inhabitants of South Bend and others in the vicinity thereof.

IV.

That in the construction of said electric plant said company has expended practically the sum of \$100,000.00.

V.

That the hydraulic plant of the Willapa Power Company was economically constructed and all of its property is used and useful for the generation and furnishing of heat, light and power to the town and inhabitants of South Bend and people living in the vicinity thereof.

VI.

That this Commission has not valued the plant of the Willapa Electric Company necessary to serve South Bend, but find that the plant of said company is in successful operation therein and its probable value exceeds \$50,000.00.

VII.

That on and prior to the entry of the Willapa Power Company into the electrical field of South Bend and vicinity, the Willapa Electric Company maintained the following rates for residence and commercial lighting:

Schedule A—Residence and Commercial Lighting

Meter rates for residence and commercial lighting:

First 30 kilowatt-hours, 12½c per kilowatt-hour.
 Next 20 kilowatt-hours, 10c per kilowatt-hour.
 Next 100 kilowatt-hours, 8c per kilowatt-hour.
 Next 100 kilowatt-hours, 7c per kilowatt-hour.
 Next 100 kilowatt-hours, 6c per kilowatt-hour.
 All over 350 kilowatt-hours, 5c per kilowatt-hour.

The above rates are subject to discount of 10 per cent for payment within ten days after date of bill.

Minimum monthly charge under each meter, whether energy used or not, \$1.11 gross and \$1.00 net for first 1000 watts connected and 50 cents (net) for each 500 watts, or fraction thereof, additional.

VIII.

That on the 9th day of March, 1914, the city of South Bend, at the instance of Mr. Frank MacKean, the predecessor in interest of the Willapa Power Company, passed an ordinance, said ordinance being the same under which said Willapa Power Company is now occupying the streets and public places of said town, and under the provisions of said ordinance the following rates were provided for residence and commercial lighting:

Sec. 5. The grantee shall charge a maximum rate of eight cents per kilowatt-hour for the first 30 kilowatt-hour, and for the second 30 kilowatt-hour at the rate of six cents per kilowatt-hour, and for each kilowatt-hour over 60

kilowatt-hour and under 150 kilowatt-hour at the rate of four cents per kilowatt-hour, and three cents per kilowatt-hour for all the amounts over 150 kilowatt-hour used by each individual consumer, each and every calendar month during the term of this franchise. Minimum charge 50c per month.

IX.

That after the granting of said ordinance by the city of South Bend the Willapa Electric Company filed and established the following rates:

Schedule A—Residence and Commercial Lighting

Meter rates for contract residence and commercial lighting:

First 50 kilowatt-hours monthly, 9c per kilowatt-hour.

Next 100 kilowatt-hours monthly, 7c per kilowatt-hour.

Next 100 kilowatt-hours monthly, 6c per kilowatt-hour.

Next 100 kilowatt-hours monthly, 5c per kilowatt-hour.

All over 350 kilowatt-hours monthly, 4c per kilowatt-hour.

Minimum monthly charge under each meter, whether energy used or not, \$1.00 for first 1000 watts of connected load and 50 cents for each 500 watts, or fraction thereof additional.

The above rates are net and bills are due and payable at the local office of the company within ten days after date.

X.

That on the 22nd day of February, 1917, the Willapa Power Company filed with the Public Service Commission of Washington the following rates:

Willapa Power Company

Tariff No. 2, naming rates for electric light and power service in the city of South Bend and Eklund Park, Pacific County, Washington

Issued February 20, 1917.

Effective March 22, 1917.

Street Lighting

For each 100 candle-power light, \$1.20 per month.

For each 600 candle-power light, \$5.00 per month.

Effective February 1, 1917.

Schedule A—Rates for Electric Light and Power Service

Meter Rates:

First 50 kilowatt-hours, 5c per kilowatt-hour.

Next 100 kilowatt-hours, 4c per kilowatt-hour.

Next 100 kilowatt-hours, 3c per kilowatt-hour.

Over 250 kilowatt-hours, 2c per kilowatt-hour.

Minimum monthly charge under each meter, whether energy used or not, 50 cents.

Schedule B—Heating and Cooking

First 150 kilowatt-hours, 4c per kilowatt-hour.

Next 100 kilowatt-hours, 3c per kilowatt-hour.

Over 250 kilowatt-hours, 2½c per kilowatt-hour.

Minimum monthly charge under each meter used for heating or cooking, whether energy is used or not, 50 cents.

Schedule C—Power

Motors of less than 1 horse-power will be served under rates shown in Schedule A.

First 150 kilowatt-hours, 4c per kilowatt-hour.

Next 100 kilowatt-hours, 3c per kilowatt-hour.

Over 250 kilowatt-hours, 2½c per kilowatt-hour.

Minimum monthly charge under each meter, whether energy is used or not, 60 cents for each horse-power, or fraction thereof, connected.

Schedule D—Street Lighting

For each 100 candle-power light, \$1.20 per month.
For each 600 candle-power light, 5.00 per month.
Which said rates by lapse of time became effective.

XI.

That under date of January 10, 1917, the Willapa Electric Company filed with the Public Service Commission the following schedule of rates, Supplement No. 2 to Tariff No. 2, which became effective by lapse of time:

Rates for Electric Light and Power Service
Schedule A—Residence and Commercial Lighting

Meter rates for contract residence and commercial lighting:
First 50 kilowatt-hours monthly, 9c per kilowatt-hour.
Next 100 kilowatt-hours monthly, 7c per kilowatt-hour.
Next 100 kilowatt-hours monthly, 6c per kilowatt-hour.
Next 100 kilowatt-hours monthly, 5c per kilowatt-hour.
All over 350 kilowatt-hours monthly, 4c per kilowatt-hour.
Minimum monthly charge under each meter, whether energy used or not, \$1.00 for the first 1000 watts of connected load, and 50 cents for each 500 watts, or fraction thereof, additional.

The above rates are net and bills are due and payable at the local office of the company within ten days after date.

(1) The following discounts from the meter rates for residence and commercial lighting, shown in Schedule A of Tariff No. 2, will be allowed in the city of Raymond, Pacific County, Washington, viz.:

First 50 kilowatt-hours monthly, a discount of 1c per kilowatt-hour.

(2) The following discounts from the meter rates for residence and commercial lighting, shown in Schedule A of Tariff No. 2, will be allowed in the city of South Bend and in Eklund Park, Pacific County, Washington, viz.:

First 50 kilowatt-hours monthly, a discount of 4c per kilowatt-hour.

Next 300 kilowatt-hours monthly, a discount of 3c per kilowatt-hour.

All over 350 kilowatt-hours monthly, a discount of 2c per kilowatt-hour.

Minimum monthly charge, a discount of 50 per cent.

XII.

That after the entry of the Willapa Power Company into the electric field of South Bend and vicinity, it procured some 90 per cent of all the business. That said company now has about 75 per cent of said business.

XIII.

That under the schedule of rates filed with this Commission under date of January 10th, 1917, the operating revenues and expenses of the Willapa Electric Company are as follows:

Income and Operating Expenses Redistributed

	Last 6 Mths. 1913	1914
Production expense.....	\$2,030 94	\$2,090 30
Transmission and transformation expense....	9 32	41 15
Distribution expense	230 59	509 50
Utilization expense	82 14	192 11
Commercial expense	896 79	1,857 29
General expense	1,044 60	2,158 45
Total.....	\$4,294 38	\$6,848 80

	1915	1916
Production expense.....	\$721 04	\$435 69
Transmission and transformation expense....	110 14	12 76
Distribution expense	381 98	199 73
Utilization expense	134 71	127 23
Commercial expense	1,176 93	961 66
General expense	829 70	456 86
Total.....	\$3,354 50	\$2,193 93

	1917	8 Mths. 1918
Production expense.....	\$920 15	\$390 24
Transmission and transformation expense....	9 10	2 76
Distribution expense	334 98	190 11
Utilization expense	39 56	55 57
Commercial expense	1,650 44	778 09
General expense	515 60	246 30
Total.....	\$3,469 83	\$1,663 07

Income Statement

	Last 6 Mths. 1913	1914
Gross revenues.....	\$8,969 23	\$15,158 48
Operating expenses	4,294 38	6,848 80
Gross income	\$4,674 85	\$8,309 68
Deductions from gross income—		
Taxes	270 99	453 86
Net earnings not deducting depreciation.	\$4,403 86	\$7,855 82
	1915	1916
Gross revenues.....	\$4,894 39	\$2,788 56
Operating expenses	3,354 50	2,193 93
Gross income.....	\$1,539 89	\$594 63
Deductions from gross income—		
Taxes	962 52	918 08
Net earnings not deducting depreciation.	\$577 37	\$323 45*

* Indicates red figures.

	1917	8 Mths. 1918
Gross revenues.....	\$2,928 05	\$2,305 08
Operating expenses	3,469 83	1,663 07
Gross income	\$541 78*	\$642 01
Deductions from gross income—		
Taxes	706 97	498 24
Net earnings not deducting depreciation.	\$1,248 75*	\$143 77

* Indicates red figures.

XIV.

That under the schedule of rates filed with this Commission by the Willapa Power Company, under date of February 22, 1917, the operating revenues and expenses of said company are as follows:

Earnings—	1915	1916	1917
Commercial lighting.....	\$8,096 68	\$8,016 39	\$5,273 91
Commercial power	617 60	1,112 13	642 53
Municipal street lighting.....	88 37	1,597 75	2,155 90
Miscellaneous		14 90	134 86
Non-operating revenue		973 82	859 01
(Profit on merchandise sales and jobbing)			
Total operating expenses.....	\$8,341 45	\$9,167 33	\$9,132 73
Operating Expenses—	1915	1916	1917
Water power generation, operation			\$800 00
Steam power generation, operation			4,934 82
Electric current purchased.....	\$4,841 45	\$5,267 48	
Distribution—Operation	1,114 00	1,513 85	1,131 91
Commercial expense	720 00	720 00	600 00
General expense	1,666 00	1,666 00	1,666 00
Total operating expenses.....	\$8,341 45	\$9,167 33	\$9,132 73

XV.

That it is impossible under the rates now maintained by either of said companies in the city of South Bend and the vicinity thereof for either of said companies to more than meet operating expenses, even though either of said companies had all the business in South Bend and in the vicinity thereof.

XVI.

That this Commission hereby finds that the ordinance rates above referred to in paragraph VIII hereof, are fair competitive rates below which neither of said companies should go in furnishing residence and commercial lighting to the city of South Bend and the inhabitants thereof, and to other inhabitants in the vicinity of said city, where said companies are or may become competitors.

Wherefore, It Is Ordered, That the rates for residence and commercial lighting and the rates for cooking, heating, power and street lighting below which neither of said companies shall go in the establishment of rates in the city of South Bend or in the vicinity thereof, where the said companies, the Willapa Electric Company and the Willapa Power Company, are in competition, shall be as follows:

Schedule A—Residence and Commercial Lighting

Meter rates:

- First 30 kilowatt-hours per month, 8c per kilowatt-hour.
- Next 30 kilowatt-hours per month, 6c per kilowatt-hour.
- Next 90 kilowatt-hours per month, 4c per kilowatt-hour.
- All over 150 kilowatt-hours per month, 3c per kilowatt-hour.
- Minimum charge 50c per meter per month.

Schedule B—Heating and Cooking

First 150 kilowatt-hours per month, 4c per kilowatt-hour.

Next 100 kilowatt-hours per month, 3c per kilowatt-hour.

Over 250 kilowatt-hours per month, 2.5c per kilowatt-hour.

Minimum monthly charge under each meter used for heating or cooking, whether energy is used or not, 50c.

Schedule C—Power

Motors of less than 1 horse-power will be served under rates shown in Schedule A.

First 150 kilowatt-hours, 4c per kilowatt-hour.

Next 100 kilowatt-hours, 3c per kilowatt-hour.

Over 250 kilowatt-hours, 2.5c per kilowatt-hour.

Minimum monthly charge under each meter, whether energy is used or not, \$1.00 for each horse-power, or fraction thereof, connected.

Schedule D—Large Motor Installations

Meter rates for large motor installations:

First 3000 kilowatt-hours monthly, 2.7c per kilowatt-hour.

All over 3000 kilowatt-hours monthly, 2.5c per kilowatt-hour.

Minimum monthly charge under each meter, whether energy is used or not, \$1.00 for each horse-power, or fraction thereof, of connected load, or for each horse-power of maximum demand, if the maximum demand be in excess of the rated capacity of the connected load.

The above rates are net and bills are due and payable at the local office of the company within ten days after date.

Schedule E—Street Lighting

For each 100 candle-power light, \$1.20 per month.

For each 600 candle-power light, 5.00 per month.

And it is further ordered that each of said companies, the Willapa Electric Company and the Willapa Power Company, shall eliminate all contracts carrying rates below these rates.

It Is Further Ordered, That these rates shall become effective as of November 27th, 1918.

No. 4739.

**City of Spokane, Complainant, v. Washington Water Power Company,
Respondent.**

Order suspending tariffs establishing \$1.00 minimum rate for residential lighting.

November 6, 1918, the Commission entered the following

Order.

It appearing to the Commission that on October 10th, 1918, the Washington Water Power Company filed with this Commission its Tariff No. 4, effective November 10th, 1918, included in which, on page 3, under Residential Lighting, is an item "Minimum charge \$1.00," and that if said tariff be permitted to become effective, it will have the effect of increasing said minimum charge, heretofore charged by said respondent;

It further appearing to the Commission that on November 6th, 1918, the city of Spokane filed a complaint against said minimum charge proposed, of \$1.00 for residential lighting;

It further appearing that the Commission will be unable to complete its investigation prior to the date that the proposed tariff would become effective, therefore, it is by the Commission

Ordered, That the operation of that part of Washington Water Power Company Tariff No. 4, page 3, Residential Lighting, naming a minimum rate of \$1.00, be and the same is hereby suspended until December 10th, 1918.

It Is Further Ordered, That the rate found to be fair, reasonable and sufficient, by the Commission, shall become effective as of date November 10th, 1918.

No. 4740.

City of Spokane, Complainant, v. Spokane Heat, Light and Power Company, Respondent.

Order suspending tariffs establishing \$1.00 minimum rate for residential lighting.

It appearing to the Commission that on October 17th, 1918, the Spokane Heat, Light and Power Company filed with this Commission its Tariff No. 2, effective November 10th, 1918, included in which on page 3, under Residential Lighting, is an item "Minimum charge \$1.00 per month," and that if said tariff be permitted to become effective, it will have the effect of increasing the minimum charge heretofore charged by said respondent:

It further appearing to the Commission that on November 6th, 1918, the city of Spokane filed a complaint against said proposed minimum charge of \$1.00, for residential lighting;

It further appearing that the Commission will be unable to complete its investigation prior to the date that the proposed tariff would become effective, therefore, it is by the Commission

Ordered, That the operation of that part of Spokane Heat, Light and Power Company Tariff No. 2, page 3, Residential Lighting, naming a minimum rate of \$1.00, be and the same is hereby suspended until December 10th, 1918;

It Is Further Ordered, That the rate found to be fair, reasonable and sufficient, by the Commission, shall become effective as of date November 10th, 1918.

ORDERS IN CASES AFFECTING WATER PLANTS.

No. 4189.

The Public Service Commission of Washington, Complainant, v. Marcus Light and Water Company, Respondent.

Order fixing valuation.

November 27, 1918, the Commission entered the following

Findings and Order.

I.

That the Marcus Light and Water Company is a corporation organized under and by virtue of the laws of the State of Washington, and owns and operates the plants furnishing water and electric service to the town of Marcus, Washington.

II.

That the cost of construction and equipment of said plants as of December 31, 1916, is as follows:

Water system.....	\$31,919.20
Electric system.....	17,507.49

III.

That the amount expended in permanent improvements on said properties is as follows:

Water system.....	\$31,919.20
Electric system.....	17,507.49

IV.

That the amount of permanent improvements charged to construction of said property is as follows:

Water system.....	\$31,919.20
Electric system.....	17,507.49

V.

That no part of the permanent improvements was charged to operating expenses.

VI.

That the present value of said property compared with the original cost of construction is as follows:

Water system.....	\$30,088.00
Electric system.....	13,760.00

VII.

That the cost of reproduction new of said properties would be as follows:

Water system.....	\$36,349.00
Electric system.....	18,001.00

VIII.

That the cost of reproducing said property in its present condition is as follows:

Water system.....	\$30,088.00
Electric system.....	13,760.00

IX.

That the amount of capital stock of said company is \$2,000.00, divided into 200 shares.

That the said company has no funded indebtedness and the present value of the stock is unascertainable.

X.

That the present market value of the property of the Marcus Light and Water Company is as follows:

Water system.....	Unascertainable
Electric system.....	\$10,000.00

XI.

That under the rates now charged by respondent, its probable annual earning capacity is as follows:

Water system.....	\$3,778.14
Electric system.....	4,261.36

XII.

That the sum required to meet the annual fixed charges and operating expenses is as follows:

Water system.....	\$3,830.34
Electric system.....	3,642.44

XIII.

That the expenditures made by the Marcus Light and Water Company in procuring its property were such as were justified by the then existing conditions.

XIV.

That the fair value of said property for rate making purposes was on December 31, 1916, as follows:

Water system.....	\$31,919.20
Electric system.....	17,507.49

Wherefore, The Commission finds that the value of said property of the Marcus Light and Water Company for rate making purposes was on January 1, 1917, as follows:

Water system.....	\$31,919.20
Electric system.....	17,507.49

No. 4616.

City of Edmonds, Complainant, v. Edmonds Spring Water Company,
Respondent.

Protest against rates and quality of water; held that fair value of plant is \$35,000, that water is rolly and carries vegetable matter, but is wholesome, that rates charged are not sufficient; ordered that increased rates be permitted and that company install filtration device.

April 5, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the Edmonds Spring Water Company owns and operates a water system in the city of Edmonds, King County, Washington, and furnishes water to said city and the inhabitants thereof for hire.

II.

January 2nd, 1912, one W. C. Bickford, city engineer, at the request of the committee on water system of the city council of Edmonds, made a report on said water system and found that it would cost to reproduce the pipe in place of said water system, without determining the factor of deterioration, \$20,572.27. In addition to the foregoing he found the value of other property, to-wit:

Shell Creek water shed, 76 lots at \$40.00.....	\$3,040.00
South Edmonds water shed, 2 acres at \$400.00.....	800.00
Well at East Dayton.....	1,978.66
Pumps at well (per bill).....	1,262.00
Piping for pumps (per bill).....	304.03
Settling tank at Shell Creek.....	400.00
House connections, 300 at \$5.00.....	1,500.00
at \$9,284.69.	

III.

Under date of March 21, 1918, D. F. McCurrach, acting chief engineer of this Commission, through his assistants, made a survey of the water system of said Edmonds Spring Water Company. The following is a condensed estimate of the cost of reproduction as of December 31, 1917:

Shell Creek reservoir.....	\$ 216.68
Settling basin (Shell Creek).....	412.46
Settling basin (springs).....	244.23
Distribution system	20,312.27
Services	2,321.23
Meters	91.41
Indirect charges	3,405.92
Stores and working capital.....	365.34
Real estate	11,028.70
Total.....	\$38,398.24
Non-operating property:	
Pumps and well from account records.....	\$5,374.77
	89.40
Total.....	\$ 5,464.17

IV.

There are no records from which the original cost of said property can be determined.

V.

Without having found or fixed a value upon said property of the Edmonds Spring Water Company in the manner provided by statute, we are nevertheless of the opinion from the evidence that the fair value of said plant is \$35,000.00.

VI.

None of the water furnished by respondent is metered, and the city, for its public buildings and public places, and for fire purposes, is furnished water free.

VII.

That the water furnished said city and its inhabitants by the respondent is, in storm seasons, roily, and at all times carries more or less vegetable matter, but the same is sweet and wholesome and free from germs destructive of human life.

VIII.

That the operating revenues of said plant by years is as follows:

	1912	1913
Commercial water—Flat rate.....	\$2,812 00	\$2,912 35
Industrial water—Flat rate.....	1,409 10	1,235 15
Sprinkling service	3 75	75
Water closet service.....	209 75	257 00
Stable service	40 00	51 50
Municipal service		40 50
	<hr/>	<hr/>
Total operating revenue.....	\$4,474 60	\$4,497 25
Less discounts and bad debts.....	81 65	79 75
	<hr/>	<hr/>
Gross revenue	\$4,392 95	\$4,417 50
Non-Operating Revenue—		
Profit on piping and connections.....	12 78	11 18
Interest on securities owned.....		
	<hr/>	<hr/>
Non-operating revenue	\$12 78	\$11 18
	<hr/>	<hr/>
Total revenue	\$4,405 73	\$4,428 68
	<hr/>	<hr/>
	1914	1915
Commercial water—Flat rate.....	\$2,900 65	\$2,903 37
Industrial water—Flat rate.....	1,028 28	1,167 50
Sprinkling service	2 00	3 00
Water closet service.....	281 25	299 50
Stable service	51 50	54 25
Municipal service	36 75	
	<hr/>	<hr/>
Total operating revenue.....	\$4,300 43	\$4,427 62
Less discounts and bad debts.....	82 60	79 10
	<hr/>	<hr/>
Gross revenue	\$4,217 83	\$4,348 52
Non-Operating Revenue—		
Profit on piping and connections.....	17 18	
Interest on securities owned.....		
	<hr/>	<hr/>
Total non-operating revenue.....	\$17 18	
	<hr/>	<hr/>
Total revenue	\$4,235 01	\$4,348 52

	1916	1917
Commercial water—Flat rate.....	\$2,670 42	\$2,619 80
Industrial water—Flat rate.....	1,090 50	1,050 15
Sprinkling service	2 25	3 75
Water closet service.....	307 50	339 25
Stable service	70 50	66 00
Municipal service .....	.....	.....
Total operating revenue.....	\$4,141 17	\$4,078 95
Less discounts and bad debts.....	44 95	85 70
Gross revenue	\$4,096 22	\$3,993 25
Non-Operating Revenue—		
Profit on piping and connections.....	.....	41 30
Interest on securities owned.....	11 61	.....
Total non-operating revenue.....	\$11 61	\$41 30
Total revenue	\$4,107 83	\$4,034 55

IX.

That the operating expenses of said plant by years is as follows:

Supply—	1912	1913
Supply labor—Miscellaneous	\$150 70	\$213 05
Tool room rental.....	.....	.....
Maintenance source of supply.....	.....	.....
Total supply expense.....	\$150 70	\$213 05
Distribution—		
Maintenance mains	79 62	129 58
Maintenance services .....	.....	.....
Total distribution expense.....	\$79 62	\$129 58
Commercial and General—		
Salaries and expenses general officers.....	1,120 00	1,160 16
Printing, stationery and supplies.....	160 57	124 50
Insurance	6 82	.....
General office rent.....	.....	.....
Miscellaneous general expense.....	.....	.....
Total commercial and general expense..	\$1,287 39	\$1,284 66
Total all operating expenses.....	\$1,517 71	\$1,627 29
Taxes	381 97	443 63
Supply—	1914	1915
Supply labor—Miscellaneous	\$153 40	\$286 43
Tool room rental.....	.....	.....
Maintenance source of supply.....	.....	.....
Total supply expense.....	\$153 40	\$286 43
Distribution—		
Maintenance mains	151 73	146 44
Maintenance service .....	.....	9 09
Total distribution expense.....	\$151 73	\$155 53

Commercial and General—

Salaries and expenses general officers.....	1,134 00	1,140 00
Printing, stationery and supplies.....	195 90	99 93
Insurance	88	98
General office rent.....	.....	.....
Miscellaneous general expense.....

Total commercial and general expense...	\$1,330 78	\$1,240 91
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Total all operating expense.....	1,635 91	1,682 87
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Taxes	544 54	571 65
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Supply—

	1916	1917
Supply labor—Miscellaneous	\$288 88	\$817 09
Tool room rental.....	60 00	60 00
Maintenance source of supply.....	170 08

Total supply expense.....	\$518 96	\$877 09
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Distribution—

Maintenance mains	214 30	35 70
Maintenance services	28 02

Total distribution expense.....	\$214 30	\$63 72
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Commercial and General—

Salaries and expenses general officers.....	1,000 00	600 00
Printing, stationery and supplies.....	144 08	104 40
Insurance	1 85	80
General office rent.....	60 00	60 00
Miscellaneous general expense.....	1 53

Total commercial and general expense..	\$1,205 93	\$766 73
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Total all operating expenses.....	\$1,939 19	\$1,707 54
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Taxes	484 96	484 47
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X.

That the rates heretofore charged have not been sufficient to make a fair return upon the fair value of the property of the respondent company used and useful in its water system at the city of Edmonds.

XI.

That the new schedule of rates filed by the respondent company with this Commission, under date of February 26th, 1918, are fair, reasonable and sufficient.

XII.

That prior to the first day of November, 1918, the respondent company must install at the intake of its supply pipe a filtration device, the character thereof to be passed upon by this Commission, the plans thereof to be submitted by the respondent company to this Commission on or before the first day of August, 1918.

Wherefore, It Is Ordered, That the protest of the city of Edmonds to the rates of the respondent company filed under its Tariff No. 2, be and the same are hereby over-ruled, and that said tariff rates shall become effective as of date April 1st, 1918. And it is further ordered that said respondent company prior to November 1, 1918, install at the intake of its supply pipe a filtration device, the character of which shall be passed upon by this Commission, plans

thereof to be submitted by the said respondent company to this Commission on or before the first day of August, 1918.

No. 4622.

**Town of Marysville, Complainant, v. Marysville Water and Power Company,
Respondent.**

Complaint against quality and service of water; conditions remedied; dismissed.

November 20, 1918, the Commission entered the following

Order.

It appearing to the Commission that the matters complained of herein have been corrected, and no longer exist,

It Is Therefore Ordered, That the above entitled case be and the same is hereby dismissed.

ORDERS IN CASES AFFECTING STEAMBOAT COMPANIES.

No. 4272.

Public Service Commission of Washington, Complainant, v. Liberty Bay Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Liberty Bay Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound serving the Seattle-Liberty Bay-Poulsbo Route.

II.

That the respondent owns the steamship Athlon.

III.

That the cost of construction and equipment of said steamship Athlon was \$15,000.00 and that said boat was acquired on July 1st, 1914.

IV.

That the amount expended in permanent improvements on said boat is \$5,786.27.

V.

That the amount of permanent improvements charged to construction of said boat is \$5,786.27; that no amount of permanent improvements were charged to operating expenses.

VI.

That the present value of said steamship Athlon compared with the original cost of construction is \$14,563.86.

VII.

That the cost of reproducing the said steamship Athlon in its present condition would be \$12,450.00.

VIII.

That in addition to the steamship Athlon but associated therewith and essential to the successful operation of the affairs of said boat, the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$66.10
Extra equipment for vessels.....	1,630.00

IX.

That the cost of other property referred to in paragraph VIII hereof is as follows:

Office furniture and fixtures.....	\$66.10
Extra equipment for vessels.....	1,630.00

Total.....	\$1,696.10
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X.

That no amount of permanent improvements on property mentioned in paragraph IX was charged either to construction or operating expenses.

XI.

That the present value of the property mentioned in paragraph IX, compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition was on January 1, 1917, as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Office furniture and fixtures.....	\$66 10	\$66 10	\$66 10
Extra equipment for vessels.....	1,630 00	1,630 00	1,630 00
Total.....	\$1,696 10	\$1,696 10	\$1,696 10

XII.

That the amount of capital stock of said company is \$16,065.00. That the company has no funded indebtedness, that the present market value of the capital stock is unascertainable.

XIII.

That the total market value of the property of the Liberty Bay Transportation Company used for the public's convenience in the State of Washington was as follows:

S. S. Athlon.....	\$12,450.00
Office furniture and fixtures.....	66.10
Extra equipment for vessels.....	1,630.00
Total.....	\$14,146.10

XIV.

That no dividends have ever been paid on the stock of the respondent company.

XV.

That the density of traffic is variable dependent upon the season of the year; that the boats being capable at all times of handling the traffic offered; that the country around Puget Sound and near the various points reached by the respondent is developing rapidly; that the population and patronage is likely to continue to increase and it is probable that the respondent company will secure an increase of patronage.

XVI.

That under the rates now charged by respondent its probable earning capacity is not to exceed \$22,758.01 per annum.

That the sum required to meet the fixed charges and operating expenses of defendant is \$23,784.88 per annum.

XVII.

That the fair value of the said boat and other property of the Liberty Bay Transportation Company was on January 1, 1917, as follows:

Steamship Athlon.....	\$17,675.06
Office furniture and fixtures.....	66.10
Extra equipment of vessel.....	1,630.00
Total.....	\$19,371.16

Wherefore, The Commission finds that the value of said boat and other property of the Liberty Bay Transportation Company for rate-making purposes was on January 1, 1917, as follows:

Steamship Athlon.....	\$17,675.06
Office furniture and fixtures.....	66.10
Extra equipment of vessel.....	1,630.00
Total.....	\$19,371.16

No. 4274.

Public Service Commission of Washington, Complainant, v. Kitsap County Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Kitsap County Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound, serving the following routes out of Seattle:

- Port Madison, Suquamish-Poulsbo Route.
- Harper-Colby-Manchester Route.
- Y. W. C. A.-Rolling Bay Route.
- Fletcher Bay-Brownsville-Manzanita Route.

II.

That the respondent company owns the following boats:

- S. S. Kitsap II.
- S. S. Hyak.
- S. S. Reliance.
- S. S. Burton.
- S. S. Tolo.
- Gasboat Suquamish.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

Name of Boat	Cost	Date of Acquisition
Kitsap II	\$89,200.01	May, 1916
Hyak	51,101.72	June, 1909
Reliance	20,000.00	March, 1905
Burton	11,225.00	December, 1906
Tolo	15,000.00	November, 1915
Suquamish	23,807.73	April, 1914

IV.

That the amount expended in permanent improvements on said boats is as follows:

Kitsap II	None
Hyak	\$138.97
Reliance	6,000.00
Burton	8,775.00
Tolo	None
Suquamish	None

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

Kitsap II	None
Hyak	\$138.97
Reliance	6,000.00
Burton	8,775.00
Tolo	None
Suquamish	None

That no amount of permanent improvements were charged to operating expenses.

VI.

That the present value of said boats compared with the original cost of construction is as follows:

Kitsap II	\$112,760.00
Hyak	60,341.14
Reliance	24,524.64
Burton	21,498.71
Tolo	15,250.00
Suquamish	29,908.39

VII.

That the cost of reproducing the said steamers in their present condition would be as follows:

Kitsap II	\$112,760.00
Hyak	44,601.00
Reliance	13,500.00
Burton	13,750.00
Tolo	14,000.00
Suquamish	27,050.00

VIII.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$1,466.50
Extra equipment for vessels.....	7,677.82
2,200 feet waterfront property at Brownsville.....	6,600.00
Suquamish dock	1,800.00

Total..... \$17,544.32

IX.

That the cost of the "other property" referred to in paragraph VIII hereof, cost of construction and equipment, the present as compared with the original cost of construction or purchase, and the cost of reproducing same in their present condition are as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Office furniture and fixtures.... *	.....	\$1,466.50	\$1,466.50
Extra equipment for vessels....	\$7,477.82	7,915.17	7,649.82
2,200 feet waterfront..... *	.....	6,600.00	6,600.00
Suquamish dock	*	1,800.00	1,800.00

* Not available.

X.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XI.

That no amount of permanent improvements was charged either to construction or operating expenses.

XII.

That the amount of capital stock of said company is \$200,000.00; that the said company have no funded indebtedness; that the present market value of the capital stock is unascertainable.

XIII.

That the total market value of the property of the Kitsap Transportation Company used for the convenience of the public in the State of Washington was as follows:

Kitsap	\$112,760.00
Hyak	44,601.00
Reliance	13,500.00
Burton	13,750.00
Tolo	14,000.00
Suquamish	27,050.00
Office furniture and fixtures.....	1,466.50
Extra equipment for vessels.....	7,649.82
2,200 feet waterfront land.....	6,600.00
Suquamish dock	1,800.00
Total.....	\$243,177.32

XIV.

That the density of traffic is variable, dependent upon the season of the year; that the boats of the respondent are capable of handling all traffic offered; that the country around Puget Sound is rapidly developing and all the adjacent territory is being connected therewith by systems of permanent highways and additional patronage by these means, is being brought to the shores of Puget Sound, and such patronage and population are likely to continue to increase, and it is reasonable and probable that the respondent will secure an additional patronage.

XV.

That under the rates now charged by respondent its probable earning capacity is not to exceed \$101,989.69 per annum. That the sum required to meet the fixed charges and operating expenses of respondent is \$108,750.83 per annum.

XVI.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

S. S. Kitsap II.....	\$100,980.00
S. S. Hyak.....	55,790.93
S. S. Reliance.....	25,262.32
S. S. Burton.....	20,749.35
S. S. Tolo.....	15,125.00
Gas boat Suquamish.....	26,858.06
Office furniture and fixtures.....	1,466.50
Extra equipment for vessels.....	7,796.49
2,200 feet waterfront property.....	6,600.00
Suquamish dock	1,800.00
Total.....	\$262,428.65

Wherefore, The Commission finds that the value of said boats and other property of the Kitsap County Transportation Company for rate-making purposes was on January 1, 1917, as follows:

S. S. Kitsap II.....	\$100,980.00
S. S. Hyak.....	55,790.93
S. S. Reliance.....	25,262.32
S. S. Burton.....	20,749.35
S. S. Tolo.....	15,125.00
Gas boat Suquamish.....	26,858.06
Office furniture and fixtures.....	1,466.50
Extra equipment for vessels.....	7,796.49
2,200 feet waterfront property.....	6,600.00
Suquamish dock	1,800.00
Total.....	\$262,428.65

No. 4289.

Public Service Commission of Washington, Complainant, v. Washington Route, Inc., Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Washington Route, Inc., is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound between Seattle and the following points: South Beach, Fort Ward, Pleasure Beach, Point White, Waterman, Enetal, Manette, Bremerton, Sheridan, Tracyton, Fairview, Orchard Point, Silverdale, Chico, Ostrich Bay and Elwood, Washington.

II.

That the respondent company owns the following boats: Steamships F. G. Reeve, Washington, Norwood, and gas boat Chickaree.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

	Cost	Date of Acquisition
F. G. Reeve	\$18,175.85	June, 1916
Washington	37,035.40	May, 1914
Norwood	10,500.00	February, 1905
Chickaree	4,500.00	June, 1907

IV.

That the amount expended in permanent improvements on said boats is as follows:

F. G. Reeve.....	\$3,953.46
Washington	None
Norwood	None
Chickaree	1,000.00

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

F. G. Reeve.....	\$3,953.46
Washington	None
Norwood	None
Chickaree	1,000.00

VI.

That no amount of permanent improvements to said boats was charged to operating expenses.

VII.

That the present value of said boats compared with the original cost of construction is as follows:

F. G. Reeve	\$25,030.11
Washington	42,496.62
Norwood	9,304.08
Chickaree	4,303.87

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

F. G. Reeve	\$24,500.00
Washington	38,050.00
Norwood	4,500.00
Chickaree	2,250.00

IX.

That in addition to the foregoing property, but associated therewith and essential to the successful operation of the affairs of said boats, the respondent

owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$135.00
Extra equipment for vessels.....	160.00
Total.....	<u>\$295.00</u>

X.

That the cost of other property referred to in paragraph IX hereof, cost of construction and equipment; the present value as compared with the original cost of construction or purchase, and the cost of reproducing same in their present conditions are as follows:

	Cost of Construction	Present Value	Cost in Pres- ent Condition
Office furniture and fixtures...	\$135.00	\$135.00	\$135.00
Extra equipment for vessels...	160.00	160.00	160.00
Total.....	<u>\$295.00</u>	<u>\$295.00</u>	<u>\$295.00</u>

XI.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XII.

That no amount of permanent improvements to property mentioned in paragraph X was charged either to construction or operating expenses.

XIII.

That the amount of capital stock of said company is \$21,000.00; that the said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XIV.

That the total market value of the property of the Washington Route Inc. used for the public's convenience in the State of Washington was as follows:

F. G. Reeve	\$24,500.00
Washington	38,050.00
Norwood	4,500.00
Chickaree	2,250.00
Office furniture and fixtures.....	135.00
Extra equipment for vessels.....	160.00
Total.....	<u>\$69,595.00</u>

XV.

That the respondent company started business in March, 1909; that no dividends have ever been paid on the stock of the respondent company.

XVI.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by the boats of respondent company is rapidly developing, especially the cities of Seattle and Bremerton and in all probability are likely to continue to increase

in population, and it is reasonable to assume that respondent will receive additional patronage.

XVII.

That under the rates now charged by respondent, its probable earning capacity is not to exceed \$41,139.88 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$42,355.07 per annum.

XVIII.

That the expenditures made by the Washington Route Inc. in procuring its property were such as were justified by the then existing conditions.

XIX.

That the fair value of said boats and other property for rate making purposes was on January 1, 1917, as follows:

F. G. Reeve	\$23,579.71
Washington	39,766.01
Norwood	9,902.04
Chickaree	4,901.93
Office furniture and fixtures.....	135.00
Extra equipment for vessels.....	160.00

Total.....	\$78,444.69
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Wherefore, The Commission finds that the value of said boats and other property of the Washington Route Inc. for rate making purposes was on January 1, 1917, as follows:

F. G. Reeve	\$23,579.71
Washington	39,766.01
Norwood	9,902.04
Chickaree	4,901.93
Office furniture and fixtures.....	135.00
Extra equipment for vessels.....	160.00

Total.....	\$78,444.69
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No. 4302.

Public Service Commission of Washington, Complainant, v. Island Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Island Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound between Seattle and the following points: Giant, Glendale, Clinton, Everett, Browns Point, Langley, Saratoga, Camano, Coupeville, Sand de Fuga and Oak Harbor; also between Everett and the following points: Clinton, Maple Grove, Browns Point and Langley.

II.

That the respondent company owns the following boats: Steamships Calitra and Clatawa, and gas boat Chaco.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

S. S. Calistra	\$20,258.00	Acquired September, 1911
S. S. Clatawa	13,519.29	Acquired December, 1913
Gas boat Chaco	8,459.27	Acquired August, 1916

IV.

That the amount expended in permanent improvements on said boats is as follows:

S. S. Calistra	\$8,920.26
S. S. Clatawa	180.00
Gas boat Chaco	40.70

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

S. S. Calistra	\$8,920.26
S. S. Clatawa	180.00
Gas boat Chaco	40.70

VI.

That no amount of permanent improvements was charged to operating expenses.

VII.

That the present value for said boats compared with the original cost of construction is as follows:

S. S. Calistra	\$44,793.90
S. S. Clatawa	23,205.86
Gas boat Chaco	10,402.47

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

S. S. Calistra	\$38,984.00
S. S. Clatawa	21,208.00
Gas boat Chaco	10,191.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Spare engine, 800 H. P.....	\$8,500.00
Spare engine, 350 H. P.....	1,500.00
1 4-throw crank shaft (Callistra).....	1,000.00
Miscellaneous equipment and fittings.....	1,632.50
Office furniture and fixtures.....	190.00

Total.....	\$12,822.50
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X.

That in addition to the foregoing property but not essential to the successful operation of the affairs of said boats, the respondent on January 1, 1917, owned the following property of the value set opposite the items of property described:

Three-fourths' interest in launch Falcon.....	\$7,500.00
Picnic pavilion	100.00
Oak Harbor and Langley Cannery.....	100.00
Coupeville Fair Association.....	25.00
Total.....	<u>\$7,725.00</u>

XI.

That the cost of the "other property" referred to in paragraph IX hereof is as follows:

Spare engine, 800 H. P.....	\$8,500.00
Spare engine, 350 H. P.....	1,500.00
1 4-throw crank shaft (Calistra).....	1,000.00
Miscellaneous equipment and fittings.....	1,632.50
Office furniture and fixtures.....	190.00
Total.....	<u>\$12,822.50</u>

XII.

That no amount was expended in permanent improvements on "other property" mentioned in paragraph XI; and that no amount of permanent improvements on "other property" referred to in paragraph XI was charged to construction; that no amount to other property permanent improvements mentioned in paragraph XI was charged to operating expenses.

XIII.

That the present value of the property mentioned in paragraph XI, compared with the original cost of construction or purchase and the cost of reproducing the same in its present condition is as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Spare engine, 800 H. P.....	\$8,500.00	\$8,500.00	\$8,500.00
Spare engine, 350 H. P.....	1,500.00	1,500.00	1,500.00
1 4-throw crank shaft.....	1,000.00	1,000.00	1,000.00
Miscl. equipment and fittings...	1,632.50	1,632.50	1,632.50
Office furniture and fixtures...	190.00	190.00	190.00
Totals.....	<u>\$12,822.50</u>	<u>\$12,822.50</u>	<u>\$12,822.50</u>

XIV.

That the amount of capital stock of said company is \$100,000.00; that there is no funded indebtedness; that the present market value of said capital stock is unascertainable.

XV.

That the total market value of the property of the Island Transportation Company used for the convenience of the public in the State of Washington was as follows:

S. S. Calistra	\$38,984.00
S. S. Clatawa	21,208.00
Gas boat Chaco	10,191.00
Spare engine, 800 H. P.....	8,500.00
Spare engine, 350 H. P.....	1,500.00
1 4-throw crankshaft	1,000.00
Miscellaneous equipment and fittings.....	1,632.50
Furniture and fixtures.....	190.00
Total.....	<u>\$83,205.50</u>

XVI.

That the respondent company has paid for route development as follows:

Prior to 1906.....	\$10,000.00
During 1907	2,850.00
During 1908	2,850.00
During 1909	2,850.00
During 1910	2,650.00
During 1911	1,223.99
During 1912	2,337.22
Total.....	<u>\$24,761.21</u>

That the first dividend was paid in 1913, being 5 per cent on the capital stock.

That the density of traffic is variable, dependent upon the season of the year; that the boats of the respondent are capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by the Island Transportation Company is developing rapidly, especially the cities of Seattle and Everett; that the population is likely to continue to increase and it is probable that the respondent company will secure an increased patronage.

XVIII.

That under the rates now charged by the respondent its probable earning capacity is not to exceed \$61,963.20 per annum; and that the sum required to meet the fixed charges and operating expenses of respondent is \$47,953.61 per annum.

XIX.

That the expenditures made by the Island Transportation Company in procuring its property were such as were justified by the then existing conditions.

XX.

That the fair value of said boats and other property for rate making purposes was on January 1, 1917, as follows:

S. S. Calistra	\$36,986.08
S. S. Clatawa	18,452.57
Gas boat Chaco	14,451.22
Extra engine, 800 H. P.....	8,500.00
Extra engine, 350 H. P.....	1,500.00
1 4-throw crankshaft.....	1,000.00
Miscellaneous equipment and fittings.....	1,632.50
Furniture and fixtures.....	190.00
Total.....	\$82,712.37

Wherefore, The Commission finds that the value of the said boats and other property of the Island Transportation Company for rate making purposes was on January 1, 1917, as follows:

S. S. Calistra	\$36,986.08
S. S. Clatawa	18,452.57
Gas boat Chaco	14,451.22
Extra engine, 800 H. P.....	8,500.00
Extra engine, 350 H. P.....	1,500.00
1 4-throw crankshaft.....	1,000.00
Miscellaneous equipment and fittings.....	1,632.50
Furniture and fixtures.....	190.00
Total.....	\$82,712.37

No. 4307.

Public Service Commission of Washington, Complainant, v. Alki Point Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.**I.**

That the Alki Point Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington, and engaged in the gas boat business during the months of May, June, July, August and September on Puget Sound between Seattle, Washington, and the following points in Washington: South Alki, Brace, Three Tree Point, Des Moines, Zenith, Woodmount, Beach and Redondo.

II.

That the respondent company owns the gas boat Falcon.

III.

That the cost of construction and equipment of said gas boat Falcon was \$8,000.00.

IV.

That the amount expended in permanent improvements on said boat was \$3,264.83.

V.

That the amount of permanent improvements charged to the construction of said boat was \$3,264.83, and that no amount of permanent improvements was charged to operating expenses.

VI.

That the present value of said boat compared with the original cost of construction is \$12,099.89.

VII.

That the cost of reproducing the said boat in its present condition is \$10,500.00.

VIII.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boat, the respondent company owns docks and floats along Alki Point.

IX.

That the cost of construction and equipment of said docks and floats referred to in paragraph VIII hereof, was \$500.00, and that no amount has been expended in permanent improvements either charged to construction or operating expenses.

X.

That the present value of the docks and floats as compared with the original cost of construction or purchase and the cost of reproducing same in their present condition is as follows:

Present value.....	\$500.00
Cost of reproduction.....	500.00

XI.

That the amount of capital stock of said company is \$10,000.00. That there is no funded indebtedness; that the present market value of the capital stock is unascertainable.

XII.

That the total market value of the property of the Alki Point Transportation Company used for the public's convenience in the State of Washington was as follows:

Gas boat Falcon.....	\$10,500.00
Docks and floats.....	500.00
Total.....	\$11,000.00

XIII.

That no dividends have ever been paid on the stock of the respondent company.

XIV.

That the density of traffic is variable, dependent upon the season of the year; that the boat of the respondent is capable of handling all traffic offered; that the territory about the points on Puget Sound which the respondent company's route covers is rapidly developing and the population is likely to continue to increase, but owing to the operation of a new municipal car line

by the city of Seattle, and the building of a new brick-paved highway by the county lying parallel and adjacent to the shore line of Puget Sound and in the vicinity of all of the principal points covered by respondent's route it is probable that the respondent company will have a precarious existence.

XV.

That under the rates now charged by respondent, its probable earning capacity is not to exceed \$4,014.00 per annum.

That the sum required to meet the fixed charges and operating expenses of respondent is \$4,425.20 per annum.

XVI.

That the expenditures made by the Alki Point Transportation Company in procuring its property was such as was justified by the then existing conditions.

XVII.

That the fair value of said boat and other property for rate making purposes was on January 1, 1917, as follows:

Gas boat Falcon.....	\$11,682.36
Docks and floats.....	500.00
Total.....	\$12,182.36

Wherefore, The Commission finds that the value of the said boat and other property for rate making purposes was on January 1, 1917, as follows:

Gas boat Falcon.....	\$11,682.36
Docks and floats.....	500.00
Total.....	\$12,182.36

No. 4313.

The Public Service Commission of Washington, Complainant, v. Tacoma and Burton Navigation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Tacoma and Burton Navigation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound between Tacoma and Gig Harbor, Washington.

II.

That respondent company owns the steamship "Atlanta" and steam launch "A-1."

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

Steamship	Cost	Date of Acquisition
"Atlanta"	\$26,000.00	May, 1913
Launch "A-1".....	4,000.00	September, 1915

IV.

That no amount was expended in permanent improvements on either of said boats.

V.

That no amount of permanent improvements to said boats was charged to either construction or operating expenses.

VI.

That the present value of said boats compared with the original cost of construction is as follows:

"Atlanta"	\$29,165.54
Launch "A-1".....	4,347.50

VII.

That the cost of reproducing the said boats in their present condition would be as follows:

"Atlanta"	\$24,900.00
Launch "A-1".....	4,100.00

VIII.

That the amount of capital stock of said company is \$40,000.00; that the said company has no funded indebtedness; that the present market value of said capital stock is unascertainable.

IX.

That the total market value of the property of the Tacoma and Burton Navigation Company used for the convenience of the public in the State of Washington is as follows:

Steamship "Atlanta".....	\$24,900.00
Launch "A-1".....	4,100.00
Total.....	\$29,000.00

X.

That the respondent company started business in January, 1905; that no dividends have ever been paid on the stock of the respondent company.

XI.

That the density of traffic is variable, dependent upon the season of the year; the boats of the respondent company being capable of handling all traffic offered; that the country at and near Gig Harbor is developing slowly but probably will have considerable future development, and it is not unreasonable to assume the respondent will secure additional patronage.

XII.

That under the rates now charged by the respondent, its probable earning capacity is not to exceed \$17,824.85 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$17,243.23 per annum.

XIII.

That the expenditures made by the Tacoma and Burton Navigation Company in procuring its property were such as were justified by the then existing conditions.

XIV.

That the fair value of said boats for rate-making purposes was on January 1st, 1917, as follows:

Steamship "Atlanta".....	\$27,582.77
Steam launch "A-1"	4,173.75
Total.....	<u>\$31,756.52</u>

Wherefore, The Commission finds that the value of said boats of the Tacoma and Burton Navigation Company for rate-making purposes was on January 1st, 1917, as follows:

Steamship "Atlanta".....	\$27,582.77
Launch "A-1".....	4,173.75
Total.....	<u>\$31,756.52</u>

No. 4314.

The Public Service Commission of Washington, Complainant, v. Eagle Harbor Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Eagle Harbor Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington, and is engaged in the steamship business on Puget Sound, Washington, between Seattle, Washington, and the following points: Eagle Harbor, Creosote Works, West Point, Hall Bros. Shipyards, South Side and Winslow.

II.

That the respondent owns the steamships Bainbridge and Florence K.

III.

That the cost of construction and equipment of said ships and date of acquisition are as follows:

Bainbridge.....	\$50,000.00 acquired in June, 1915
Florence K.....	20,000.00 acquired in June, 1905

IV.

That the amount expended in permanent improvements on said ships is as follows:

Bainbridge	None
Florence K.....	\$2,000.00

V.

That the amount of permanent improvements charged to construction of said ships is as follows:

Bainbridge	None
Florence K.....	\$2,000.00

VI.

That no permanent improvements were charged to operating expenses.

VII.

That the present value of said steamers, compared with the original cost of construction is as follows:

Bainbridge	\$61,392.50
Florence K.....	20,732.20

VIII.

That the cost of reproducing the said steamers in their present condition would be as follows:

Bainbridge	\$57,705.00
Florence K.....	10,800.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Extra equipment for vessels.....	\$290.00
State lease of dock property.....	300.00
Lease on picnic grounds.....	100.00

X.

That the cost of other property referred to in paragraph IX hereof is as follows:

Extra equipment for vessels.....	\$290.00
State lease of dock property.....	300.00
Lease on picnic grounds.....	100.00

That no amount was expended in permanent improvements, and that no amount of permanent improvements was charged to construction or operating expenses.

XI.

That the present value of the property mentioned in the preceding paragraph, compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition is as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Extra equipment for vessels.....	\$290.00	\$290.00	\$290.00
State lease on dock property.....	300.00	300.00	300.00
Lease on picnic grounds.....	100.00	100.00	100.00

XII.

That the amount of capital stock of said company is \$25,000.00; that there is no funded indebtedness; that the present market value of the capital stock is not determinable.

XIII.

That the total market value of the property of the Eagle Harbor Transportation Company used for the convenience of the public in the State of Washington was on January 1, 1917, as follows:

S. S. Bainbridge.....	\$57,705.00
S. S. Florence K.....	10,800.00
Extra equipment for vessels.....	290.00
State lease on dock property.....	300.00
Lease on picnic grounds.....	100.00
Total.....	<u>\$69,195.00</u>

XIV.

That no dividends have been paid on the stock of the respondent company.

XV.

That the density of traffic is variable, dependent upon the season of the year, the boats being capable at all times of handling traffic offered; that the country about Eagle Harbor is rapidly developing and the hinter land is being connected therewith by systems of roads and the industries are being increased in capacity and additional patronage by these means will probably be brought to the shores of Puget Sound and such population and patronage are likely to continue to increase.

XVI.

That under the rates now charged by the respondent, its probable earning capacity is not to exceed \$29,221.58 per annum.

That the sum required to meet the fixed charges and operating expenses of respondent is \$24,627.53 per annum.

XVII.

That the expenditures made by the Eagle Harbor Transportation Company in procuring its property were such as were justified by the then existing conditions.

XVIII.

That the fair value of said ships and other property for rate-making purposes was on January 1, 1917, as follows:

Bainbridge	\$55,696.25
Florence K.....	21,366.10
Extra equipment for vessels.....	290 00
State lease for dock property.....	300.00
Lease on picnic grounds.....	100.00
Total.....	<u>\$77,752.35</u>

Wherefore, The Commission finds that the value of the said ships and other property for rate-making purposes was on January 1, 1917, as follows:

Bainbridge	\$55,696.25
Florence K.....	21,366.10
Extra equipment for vessels.....	290.00
State lease for dock property.....	300.00
Lease on picnic grounds.....	100.00
Total.....	<u>\$77,752.35</u>

No. 4325.

The Public Service Commission of Washington, Complainant, v. M. McDowell,
Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and order as follows:

Findings of Fact.

I.

That M. McDowell is engaged in the steamboat business on Puget Sound, serving all of the east passage stops on Vashon Island.

II.

That the respondent owns the following steamboats: Daring, Dart, Daily.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

Name	Cost	Date Acquired
Daring	\$25,000.00	January, 1909
Dart	11,000.00	January, 1911
Daily	30,000.00	January, 1913

IV.

That the amounts expended in permanent improvements on said boats are as follows:

Daring	None
Dart	None
Daily	\$3,000.00

V.

That the amount of permanent improvements charged to the construction of said boats is as follows:

Daring	None
Dart	None
Daily	\$3,000.00

That no amount of permanent improvements was charged to operating expenses.

VI.

That the present value of said boats, compared with the original cost of construction is as follows:

Daring	\$27,014.50
Dart	13,112.84
Dally	35,961.81

VII.

That the cost of reproducing the said boats in their present condition would be as follows:

Daring	\$18,600.00
Dart	10,200.00
Dally	30,300.00

VIII.

That, in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Extra equipment for vessels.....	\$266.00
Dock at Caledonia.....	1,000.00

IX.

That the cost of "other property" referred to in paragraph VIII hereof, cost of construction and equipment of dock included therein is as follows:

Extra equipment for vessels.....	\$266.00
Dock at Caledonia.....	1,000.00

X.

That the amount expended in permanent improvements on the property mentioned in the preceding paragraph is as follows:

Extra equipment for vessels.....	None
Dock at Caledonia.....	None

XI.

That no amount of permanent improvements on property mentioned in paragraph IX was charged to either construction or operating expenses.

XII.

That the present value of "other property" mentioned in paragraph IX, compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition is as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Extra equipment for vessels.....	\$266.00	\$266.00	\$266.00
Dock at Caledonia.....	1,000.00	1,000.00	1,000.00

XIII.

That M. McDowell is not a corporation and therefore has no capital stock nor funded indebtedness.

XIV.

That the total market value of the property of M. McDowell used for the public's convenience in the State of Washington was as follows:

Daring	\$18,600.00
Dart	10,200.00
Daily	30,300.00
Extra equipment.....	266.00
Dock at Caledonia.....	1,000.00
Total.....	<u>\$60,366.00</u>

XV.

That no dividends have ever been paid, and that the intervening time between the expenditures of money in the cost of construction and net earnings received by the respondent is unascertainable.

XVI.

That the density of traffic is variable, dependent upon the season of the year; that the boats of the respondent are capable of handling all traffic offered; that the country in and around Puget Sound and near the various points along the east passage of Vashon Island is rapidly developing; that the population and patronage is likely to continue to increase, and it is probable that the respondent will secure an increase in patronage.

XVII.

That under the rates now charged by respondent his boats' probable earning capacity is not to exceed \$26,454.01 per annum.

That the sum required to meet the fixed charges and operating expenses of respondent is \$28,614.54 per annum.

XVIII.

That the expenditures made by M. McDowell in procuring his boats were such as were justified by the then existing conditions.

XIX.

That the fair value of said boats and other property of M. McDowell for rate-making purposes was on January 1, 1917, as follows:

Daring	\$26,007.25
Dart	12,056.42
Daily	34,480.90
Extra equipment for boats.....	266.00
Dock at Caledonia.....	1,000.00
Total.....	<u>\$73,810.57</u>

Wherefore, The Commission finds that the value of said boats and other property of M. McDowell for rate-making purposes was on January 1, 1917, as follows:

Daring	\$26,007.25
Dart	12,056.42
Daily	34,480.90
Extra equipment for boats.....	266.00
Dock at Caledonia.....	1,000.00
Total.....	<u>\$73,810.57</u>

No. 4328.

The Public Service Commission of Washington, Complainant, v. Port Blakeley Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1918, and Order as follows:

Findings of Fact.

I.

That the Port Blakeley Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington, and engaged in the steamboat business on Puget Sound, between Seattle, Washington, Port Blakeley and Country Club, Washington.

II.

That the respondent company owns the steamship Monticello and tug Favorite.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

	Cost	Date of Acquisition
Monticello	\$42,000.00	October 1, 1907
Tug Favorite.....	12,500.00	October 1, 1907

IV.

That the amount expended in permanent improvements on said boats is as follows:

Monticello	\$9,522.32
Tug Favorite.....	None

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

Monticello	\$9,522.32
Tug Favorite.....	None

VI.

That no amount of permanent improvements was charged to operating expenses.

VII.

That the present value of said boats compared with the original cost of construction is as follows:

Monticello	\$52,626.73
Tug Favorite.....	6,929.85

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

Monticello	\$35,000.00
Tug Favorite.....	2,200.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Barge No. 3.....	\$2,966.28
Barge No. 5.....	900.00
Barge No. 6.....	1,500.00
Barge No. 7.....	150.00
Barge No. 8.....	1,533.25
Barge No. 9.....	1,489.37
Barge No. 10.....	1,549.53
Barge No. 11.....	1,685.27
Barge Special No. 4.....	1,831.81
Barge Two Brothers.....	2,166.83
Total.....	\$15,772.34

X.

That the cost of the barges above enumerated is as follows:

Barge No. 3.....	\$2,966.28
Barge No. 5.....	900.00
Barge No. 6.....	1,500.00
Barge No. 7.....	150.00
Barge No. 8.....	1,533.25
Barge No. 9.....	1,489.37
Barge No. 10.....	1,549.53
Barge No. 11.....	1,685.27
Barge Special No. 4.....	1,831.81
Barge Two Brothers.....	2,166.83
Total.....	\$15,772.34

That no amount was expended in permanent improvements, and that no amount of permanent improvements was charged to either construction or operating expenses.

XI.

That the present value of the barges compared with original cost of construction or purchase, and the cost of reproducing same in its present condition are as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Barge No. 3.....	\$2,966.28	\$2,966.28	\$2,966.28
Barge No. 5.....	900.00	900.00	900.00
Barge No. 6.....	1,500.00	1,500.00	1,500.00
Barge No. 7.....	150.00	150.00	150.00
Barge No. 8.....	1,533.25	1,533.25	1,533.25
Barge No. 9.....	1,489.37	1,489.37	1,489.37
Barge No. 10.....	1,549.53	1,549.53	1,549.53
Barge No. 11.....	1,685.27	1,685.27	1,685.27
Barge Special No. 4.....	1,831.81	1,831.81	1,831.81
Barge Two Brothers.....	2,166.83	2,166.83	2,166.83
Totals.....	\$15,772.34	\$15,772.34	\$15,772.34

XII.

That the amount of capital stock of said company is \$50,000.00; that there is no funded indebtedness; that the present market value of said capital stock is unascertainable.

XIII.

That the total market value of the property of the respondent company used for the public's convenience in the State of Washington was as follows:

S. S. Monticello.....	\$35,000.00
Tug Favorite	2,200.00
Barge No. 3.....	2,966.28
Barge No. 5.....	900.00
Barge No. 6.....	1,500.00
Barge No. 7.....	150.00
Barge No. 8.....	1,533.25
Barge No. 9.....	1,489.37
Barge No. 10.....	1,549.53
Barge No. 11.....	1,685.27
Barge Special No. 4.....	1,831.81
Barge Two Brothers.....	2,166.83
Total.....	<u>\$52,972.34</u>

XIV.

That no dividends have ever been paid on the capital stock of the respondent company.

XV.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by respondent is developing rapidly; that the development and population are likely to continue to increase, and it is reasonable and probable that the respondent will secure an increased patronage.

XVI.

That under the rates now charged by respondent its probable earning capacity is not to exceed \$17,302.90 per annum.

That the sum required to meet the fixed charges and operating expenses of respondent is \$23,367.24 per annum.

XVII.

That the expenditures made by the respondent company in procuring its property were such as were justified by the then existing conditions.

XVIII.

That the fair value of said boats and barges for rate-making purposes was on January 1, 1917, as follows:

S. S. Monticello	\$52,074.57
Tug Favorite	9,714.94
Barge No. 3.....	2,966.28
Barge No. 5.....	900.00
Barge No. 6.....	1,500.00
Barge No. 7.....	150.00
Barge No. 8.....	1,533.25
Barge No. 9.....	1,489.37
Barge No. 10.....	1,549.53
Barge No. 11.....	1,685.27
Barge Special No. 4.....	1,831.81
Barge Two Brothers.....	2,166.83
Total.....	\$77,561.85

Wherefore, The Commission finds that the value of said boats and barges of the Port Blakeley Transportation Company for rate-making purposes was on January 1, 1917, as follows:

S. S. Monticello	\$52,074.57
Tug Favorite	9,714.94
Barge No. 3.....	2,966.28
Barge No. 5.....	900.00
Barge No. 6.....	1,500.00
Barge No. 7.....	150.00
Barge No. 8.....	1,533.25
Barge No. 9.....	1,489.37
Barge No. 10.....	1,549.53
Barge No. 11.....	1,685.27
Barge Special No. 4.....	1,831.81
Barge Two Brothers.....	2,166.83
Total.....	\$77,561.85

No. 4332.

The Public Service Commission of Washington, Complainant, v. Vashon Navigation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Vashon Navigation Company is a corporation existing under and and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound between Tacoma and the following points in Washington: Browns Point, North Tilla, Mansinita, Harbor Heights, Indian Point, Magnolias, Burton, Dockton, Milata, and Quartermaster Harbor; also between Seattle and Everett, Washington.

II.

That the respondent owns the steamships Vashon and Verona.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

	Cost	Date of Acquisition
Steamship Vashon	\$18,500.00	June, 1905
Steamship Verona	25,000.00	June, 1910

IV.

That the amount expended in permanent improvements on said boats is as follows:

Vashon	\$2,000.00
Verona	None

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

Vashon	\$2,000.00
Verona	None

VI.

That the amount of permanent improvements to said boats charged to operating expenses was not determinable.

VII.

That the present value of said boats compared with the original cost of construction is as follows:

Vashon	\$23,006.81
Verona	32,041.54

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

Vashon	\$14,600.00
Verona	24,500.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite same:

Extra equipment for vessels.....	\$475.00
----------------------------------	----------

X.

That the cost of other property referred to in paragraph IX hereof, cost of construction and equipment, the present value as compared with the original cost of construction or purchase, the cost of reproducing same in its present condition are as follows:

	Cost of Construction	Present Value	Cost in Present Condition
Extra equipment of vessels.....	\$475.00	\$475.00	\$475.00

XI.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XII.

That no amount of permanent improvements to property mentioned in paragraph X was charged either to construction or operating expenses.

XIII.

That the amount of capital stock of said company is \$30,000.00; that the said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XIV.

That the total market value of the property of the Vashon Navigation Company used for the convenience of the public in the State of Washington was as follows:

Vashon	\$14,600.00
Verona	24,500.00
Extra equipment for vessels:.....	475.00
Total.....	<u>\$39,575.00</u>

XV.

That no dividends have ever been paid on the stock of the respondent company.

XVI.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by the boats of respondent company is developing and in all probability will continue to increase in population, and it is reasonable to assume that respondent will receive additional patronage.

XVII.

That under the rates now charged by respondent, its probable earning capacity is not to exceed \$42,707.67 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$43,501.50 per annum.

XVIII.

That the expenditures made by the Vashon Navigation Company in procuring its property were such as were justified by the then existing conditions.

XIX.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

Vashon	\$21,753.40
Verona	28,520.72
Extra equipment for vessels.....	475.00
Total.....	<u>\$50,749.12</u>

Wherefore, The Commission finds that the value of said boats and other property of the Vashon Navigation Company for rate-making purposes was on January 1, 1917, as follows:

Vashon	\$21,753.40
Verona	28,520.72
Extra equipment for vessels.....	475.00
Total.....	<u>\$50,749.12</u>

No. 4335.

The Public Service Commission of Washington, Complainant, v. West Pass Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the West Pass Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington, and engaged in the steamboat business on Puget Sound between Seattle and the following points: Biloxy, Vashon Park, Cedarhurst, Polvas, Fragaria, Cove, Olalla, Lisa-beula, Cross' Landing, Maplewood, Luseata Beach, Spring Beach, Clam Cove and Tacoma.

II.

That the respondent owns the steamships Virginia III and Virginia II.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

	Cost	Date of Acquisition
Steamship Virginia III.....	\$9,000.00	April, 1914
Steamship Virginia II.....	14,000.00	April, 1912

IV.

That the amount expended in permanent improvements on said boats is as follows:

Virginia III	\$1,762.00
Virginia II	2,050.00

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

Virginia III	\$1,762.00
Virginia II	2,050.00

VI.

That no amount of permanent improvements to said boats was charged to operating expenses.

VII.

That the present value of said boats compared with the original cost of construction is as follows:

Virginia III	\$14,961.94
Virginia II	15,509.75

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

Virginia III	\$13,755.00
Virginia II	11,900.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$35.00
Extra equipment for vessels.....	635.00
Docks	450.00
Total.....	\$1,120.00

X.

That the cost of other property as set forth in paragraph IX was as follows:

Office furniture and fixtures.....	\$35.00
Extra equipment for vessels.....	635.00
Docks	450.00
Total.....	\$1,120.00

XI.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XII.

That no amount of permanent improvements on property mentioned in paragraph X was charged to either construction or operating expenses.

XIII.

That the present value of the other property above enumerated compared with the original cost of construction or purchase, the cost of reproducing same in their present condition are as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Office furniture and fixtures.....	\$35.00	\$35.00	\$35.00
Extra equipment for vessels.....	635.00	635.00	635.00
Docks	450.00	450.00	450.00
Totals.....	\$1,120.00	\$1,120.00	\$1,120.00

XIV.

That the amount of capital stock of said company is \$20,940.00; that the said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XV.

That the total market value of the property of the West Pass Transportation Company used for the convenience of the public in the State of Washington was as follows:

Virginia III	\$13,755.00
Virginia II	11,900.00
Office furniture and fixtures.....	35.00
Extra equipment for vessels.....	635.00
Docks	450.00
Total.....	<u>\$26,775.00</u>

XVI.

That no dividends have ever been paid on the capital stock of the respondent company.

XVII.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by respondent's boats is developing rapidly and the population is likely to continue to increase, and it is probable that respondent company will secure additional patronage.

XVIII.

That under the rates now charged by the respondent its probable earning capacity is not to exceed \$20,768.45 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$22,733.63 per annum.

XIX.

That the expenditures made by the West Pass Transportation Company in procuring its property were such as were justified by the then existing conditions.

XX.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

Virginia III	\$12,861.97
Virginia II	15,779.87
Office furniture and fixtures.....	35.00
Extra equipment for vessels.....	635.00
Dock	450.00
Total.....	<u>\$29,761.84</u>

Wherefore, The Commission finds that the value of said boats and other property of the West Pass Transportation Company for rate-making purposes was on January 1, 1917, as follows:

Virginia III	\$12,861.97
Virginia II	15,779.87
Office furniture and fixtures.....	35.00
Extra equipment for vessels.....	635.00
Dock	450.00
Total.....	\$29,761.84

No. 4348.

The Public Service Commission of Washington, Complainant, v. Anderson Steamboat Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Anderson Steamboat Company is a corporation existing under and by virtue of the laws of the State of Washington, and engaged in the steamboat business on Lake Washington, King County, Washington.

II.

That the respondent owns the following steamers: Fortuna, Atlanta, ferry Issaquah, Aquilo, Dawn and gas launch Arrow.

III.

That the cost of construction and equipment of said ships and date of acquisition are as follows:

	Cost	Date of Acquisition
Fortuna	\$31,500.00	December, 1906
Atlanta	30,000.00	June, 1908
Issaquah	33,571.00	May, 1914
Aquilo	20,000.00	April, 1909
Dawn	7,500.00	January, 1915
Arrow	3,000.00	April, 1909

IV.

That the amount expended in permanent improvements on said ships is as follows:

Fortuna	\$3,500.00
Atlanta	3,200.00
Issaquah	500.00
Aquilo	750.00
Dawn	None
Arrow	None

V.

That the amount of permanent improvements charged to the construction of said ships is as follows:

Fortuna	\$3,500.00
Atlanta	3,200.00
Issaquah	500.00
Aquillo	750.00
Dawn	None
Arrow	None

That no amount of permanent improvements was charged to operating expenses.

VI.

That the present value of said steamers, compared with the original cost of construction, is as follows:

Fortuna	\$32,071.80
Atlanta	31,354.93
Issaquah	40,031.58
Aquillo	20,503.06
Dawn	10,231.25
Arrow	2,973.72

VII.

That the cost of reproducing the said steamers in their present condition would be as follows:

Fortuna	\$18,900.00
Atlanta	20,600.00
Issaquah	36,000.00
Aquillo	13,800.00
Dawn	9,500.00
Arrow	2,600.00

VIII.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$1,025.00
Extra equipment for vessels.....	4,271.41
Other property	60,400.00
Atlanta Park	\$20,000.00
Fortuna Park	20,000.00
Dock at Leschi and real estate at Leschi	15,000.00
Dock at Kirkland.....	600.00
Dock at Madison.....	3,000.00
Two scows for oil.....	800.00
Dock and lease at E. St., Mercer Island	1,000.00
Total.....	\$65,696.41

IX.

That the cost of the "other property" referred to in paragraph VIII hereof, cost of construction and equipment of docks and scows included therein are as follows:

Office furniture and fixtures.....	\$1,025.00
Extra equipment for vessels.....	4,271.41
Atlanta Park	20,000.00
Fortuna Park	20,000.00
Dock and real estate at Leschl.....	15,000.00
Dock at Kirkland.....	600.00
Dock at Madison.....	3,000.00
Two scows for oil.....	800.00
Dock and lease at E. St., Mercer Island.....	1,000.00

X.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XI.

That no amount of permanent improvements on property mentioned in paragraph IX was charged to construction, and no amount of improvements on property mentioned in paragraph IX was charged to operating expense.

XII.

That the present value of the property mentioned in paragraph IX compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition are as follows:

	Present Value	Cost of Reproducing in Present Condition
Office furniture and fixtures.....	\$1,025.00	\$1,025.00
Extra equipment for vessels.....	4,271.41	4,271.41
Atlanta Park	20,000.00	20,000.00
Fortuna Park	20,000.00	20,000.00
Dock and real estate at Leschl.....	15,000.00	15,000.00
Dock at Kirkland.....	600.00	600.00
Dock at Madison.....	3,000.00	3,000.00
Two scows for oil.....	800.00	600.00
Dock and lease at E. St., Mercer Island.....	1,000.00	1,000.00

XIII.

That the amount of capital stock of said company is \$160,000.00, and the outstanding funded indebtedness of said company is \$30,000.00; that the present market value of the capital stock is unascertainable.

XIV.

That the total market value of the property of the Anderson Steamboat Company used for the convenience of the public in the State of Washington was as follows:

Fortuna	\$18,900.00
Atlanta	20,600.00
Issaquah	36,000.00
Aquillo	13,800.00
Dawn	9,500.00
Arrow	2,600.00
Office furniture and fixtures.....	1,025.00

Extra equipment for vessels.....	4,271.41
Atlanta Park	20,000.00
Fortuna Park	20,000.00
Real estate and dock, Leschi.....	15,000.00
Dock at Kirkland.....	600.00
Dock at Madison.....	3,000.00
Two scows for oil.....	800.00
Dock and lease, E. St., Mercer Island.....	1,000.00
Total.....	<u>\$167,096.41</u>

XV.

That no dividends have ever been paid on the stock of the respondent company.

XVI.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country about Lake Washington is rapidly developing and the hinterland is being connected therewith by systems of permanent highways, and additional traffic by these means is being brought to the shores of the lake and such traffic and population are likely to continue to increase, but owing to the operation of ferries on said lake by the Port Commission of the city of Seattle, it is probable that the defendant company will have a precarious existence.

XVII.

That under the rates now charged by respondent, its probable earning capacity is not to exceed \$48,923.72 per annum. That the sum required to meet the fixed charges and operating expenses of defendant is \$52,282.11 per annum.

XVIII.

That the expenditures made by the Anderson Steamboat Company in procuring its property were such as were justified by the then existing conditions, but those conditions have been changed by the presence of publicly owned and operated ferries.

XIX.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

S. S. Fortuna	\$33,535.90
S. S. Atlanta	32,277.46
Ferry Issaquah	37,051.79
S. S. Aquilo	20,626.53
S. S. Dawn	8,865.62
Gas launch Arrow	2,986.86
Office furniture and fixtures.....	1,025.00
Extra equipment for vessels.....	4,271.41
Atlanta Park	20,000.00
Fortuna Park	20,000.00
Dock and real estate at Leschi.....	15,000.00
Dock at Kirkland.....	600.00
Dock at Madison.....	3,000.00
Two scows for oil.....	800.00
Dock and lease, E. St., Mercer Island.....	1,000.00
Total.....	<u>\$201,040.57</u>

Wherefore, The Commission finds that the value of said boats and other property for rate-making purposes was as follows:

S. S. Fortuna	\$33,535.90
S. S. Atlanta	32,277.46
Ferry Issaquah	37,051.79
S. S. Aquilo	20,626.53
S. S. Dawn	8,865.62
Gas launch Arrow	2,986.86
Office furniture and fixtures.....	1,025.00
Extra equipment for vessels.....	4,271.41
Atlanta Park	20,000.00
Fortuna Park	20,000.00
Dock and real estate at Leschi.....	15,000.00
Dock at Kirkland.....	600.00
Dock at Madison.....	3,000.00
Two scows for oil.....	800.00
Dock and lease, E. St., Mercer Island.....	1,000.00
<hr/>	
Total.....	\$201,040.57

No. 4361.

The Public Service Commission of Washington, Complainant, v. Navy Yard Route, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Navy Yard Route is a corporation existing under and by virtue of the laws of the State of Oregon and duly licensed to engage in the steamboat business on Puget Sound in the State of Washington.

II.

That the said Navy Yard Route owns and operates the following boats: H. B. Kennedy, Tourist, Transit, and Aloha on Puget Sound between Seattle and Pleasant Beach, Bremerton, Charleston and Port Orchard, Washington.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

Name of Boat	Cost	Date of Acquisition
H. B. Kennedy.....	\$150,000.00	April, 1909
Tourist	30,000.00	January, 1908
Transit	4,000.00	September, 1916
Aloha	12,192.54	September, 1916

IV.

That the amount expended in permanent improvements on said boats is as follows:

H. B. Kennedy	None
Tourist	None
Transit	\$750.00
Aloha	None

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

H. B. Kennedy	None
Tourist	None
Transit	\$750.00
Aloha	None

That no amount of permanent improvements was charged to operating expenses.

VI.

That the present value of said boats compared with the original cost of construction is as follows:

H. B. Kennedy	\$216,454.56
Tourist	34,792.54
Transit	4,800.00
Aloha	12,652.40

VII.

That the cost of reproducing the said boats in their present condition would be as follows:

H. B. Kennedy	\$190,000.00
Tourist	23,700.00
Transit	4,750.00
Aloha	12,500.00

VIII.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$431.50
Extra equipment for vessels.....	50.00

IX.

That the amount of capital stock of said company is \$200,000.00; that there is no funded indebtedness; that the present market value of the capital stock is unascertainable.

X.

That the total market value of the property of the Navy Yard Route used for the convenience of the public in the State of Washington was as follows:

H. B. Kennedy	\$190,000.00
Tourist	23,700.00
Transit	4,750.00
Aloha	12,500.00
Office furniture and fixtures.....	431.50
Extra equipment	50.00
Total.....	\$231,431.50

XI.

That the respondent company started business in November, 1908, and purchased the steamship H. B. Kennedy, April 1, 1909, for \$150,000.00; that a dividend was declared in 1913 of 24.5 per cent.

XII.

That the density of traffic is variable, dependent upon the season of the year, also the governmental activity at Bremerton, the boats of the respondent being capable of handling all traffic offered; that the cities of Seattle, Bremerton, and Port Orchard are growing rapidly and the surrounding country at and near all the points on Puget Sound reached by respondent are developing, necessarily furnishing additional patronage to the shores of Puget Sound, and that such development and population are likely to continue to increase; and it is reasonable and probable that the respondent will secure additional patronage.

XIII.

That under the rates now charged by the respondent its probable earning capacity is not to exceed \$168,725.68 per annum.

That the sum required to meet the fixed charges and operating expenses of respondent is \$194,220.64 per annum.

XIV.

That the expenditures made by the Navy Yard Route in procuring its property were such as were justified by the then existing conditions.

XV.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

H. B. Kennedy	\$183,227.28
Tourist	32,396.27
Transit	4,775.00
Aloha	12,422.47
Office furniture and fixtures.....	431.50
Extra equipment for vessels.....	50.00
Total.....	\$233,302.52

Wherefore, The Commission finds that the value of said boats and other property of the Navy Yard Route for rate-making purposes was on January 1, 1917, as follows:

H. B. Kennedy	\$183,227.28
Tourist	32,396.27
Transit	4,775.00
Aloha	12,422.47
Office furniture and fixtures.....	431.50
Extra equipment for vessels.....	50.00
Total.....	\$233,302.52

No. 4368.

The Public Service Commission of Washington, Complainant, v. Puget Sound Navigation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Puget Sound Navigation Company is a corporation existing under and by virtue of the laws of the State of Nevada and duly licensed to engage in the steamboat business on Puget Sound in the State of Washington on the following routes: Between Seattle and Tacoma, Everett, Victoria, Straits, Bellingham, Island, Mill, Canal and Freight.

II.

That the respondent owns the following steamers:

Iroquois	Whatcom	Bellingham
Tacoma	Sioux	Puget
Chippewa	Flyer	City of Angeles
Sol Duc	Rosalie	Comanche
Indianapolis	Utopia	Samson
Kulshan	Waialeale	
Potlatch	City of Everett	

III.

That the cost of construction and equipment of said ships and date of acquisition are as follows:

Name of Boat	Cost	Date of Acquisition
Iroquois	\$315,000.00	January, 1914
Tacoma	315,000.00	January, 1914
Chippewa	300,000.00	January, 1914
Sol Duc	290,000.00	January, 1914
Indianapolis	300,000.00	January, 1914
Kulshan	240,000.00	January, 1914
Potlatch	160,000.00	January, 1914
Whatcom	150,000.00	January, 1914
Sioux	155,000.00	January, 1914
Flyer	70,000.00	January, 1914
Rosalie	50,000.00	January, 1914
Utopia	40,000.00	January, 1914
Waialeale	45,000.00	January, 1914
City of Everett.....	37,175.00	January, 1914
Bellingham	32,500.00	January, 1914
Puget	55,000.00	January, 1914
City of Angeles.....	32,875.00	January, 1914
Comanche	140,000.00	January, 1914
Samson	25,000.00	January, 1914

IV.

That the amount expended in permanent improvements on said ships is as follows:

Name of Boat	Amount of Improvements
Iroquois	None
Tacoma	None
Chippewa	\$35,289.97
Sol Duc	None
Indianapolis	None
Kulshan	None
Potlatch	None
Whatcom	None

Name of Boat	Amount of Improvements
Sioux	None
Flyer	None
Rosalie	None
Utopia	None
Waialeale	None
City of Everett.....	None
Bellingham	None
Puget	None
City of Angeles	None
Comanche	None
Samson	None

V.

That the amount of permanent improvements charged to construction of said ships is as follows:

Chippewa \$35,289.97

That no amount of permanent improvements to said ship was charged to operating expenses.

VI.

That the present value of said ships compared with the original cost of construction is as follows:

Iroquois	\$373,039.28
Tacoma	348,039.28
Chippewa	388,209.97
Sol Duc	331,210.77
Indianapolis	311,942.18
Kulshan	267,553.75
Potlatch	176,702.50
Whatcom	145,971.09
Sioux	171,336.79
Flyer	49,983.75
Rosalie	42,131.25
Utopia	30,705.00
Waialeale	41,418.10
City of Everett	17,802.08
Bellingham	7,635.41
Puget	52,844.37
City of Angeles	41,643.75
Comanche	165,240.18
Samson	22,565.20

VII.

That the cost of reproducing the said ships in their present condition would be as follows:

Iroquois	\$350,000.00
Tacoma	325,000.00
Chippewa	365,000.00
Sol Duc	310,000.00
Indianapolis	290,000.00
Kulshan	250,000.00
Potlatch	165,000.00
Whatcom	135,000.00
Sioux	160,000.00
Flyer	40,000.00
Rosalie	35,000.00

Utopia	25,000.00
Waialeale	35,000.00
City of Everett	12,500.00
Bellingham	3,000.00
Puget	45,000.00
City of Angeles	40,000.00
Comanche	155,000.00
Samson	19,000.00

That the above named steamship Bellingham is not used or useful in the public service; that the value applied to said steamer in Finding VII is the value it would bring if sold for junk.

VIII.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats, the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$3,223.85
Extra equipment for vessels.....	46,509.50
Carpenter shop	1,231.33
Commissary	407.10
Freight elevator No. 1.....	1,850.00
Freight elevator No. 2.....	1,950.00
Kingston Park	587.08
Total.....	\$55,758.86

IX.

That the cost of the "other property" referred to in paragraph VIII hereof, cost of construction and equipment, the present value as compared with the original cost of construction or purchase, the cost of reproducing same in their present condition are as follows:

	Cost of Construction	Present Value	Cost of Re- production in Present Condition
Office furniture and fixtures.....	\$3,223.85	\$3,223.85	\$3,223.85
Extra equipment for vessels.....	46,509.50	46,509.50	46,509.50
Carpenter shop	1,231.33	1,231.33	1,231.33
Commissary	407.10	407.10	407.10
Freight elevator No. 1.....	1,850.00	1,850.00	1,850.00
Freight elevator No. 2.....	1,950.00	1,950.00	1,950.00
Kingston Park	587.08	587.08	587.08
Totals.....	\$55,758.86	\$55,758.86	\$55,758.86

X.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XI.

That no amount of permanent improvements to property mentioned in paragraph IX was charged either to construction or operating expenses.

XII.

That the amount of capital stock of said company is \$3,000,000.00; that said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XIII.

That the total market value of the property of the Puget Sound Navigation Company used for the public's convenience in the State of Washington was as follows:

Iroquois	\$350,000.00
Tacoma	325,000.00
Chippewa	365,000.00
Sol Duc	310,000.00
Indianapolis	290,000.00
Kulshan	250,000.00
Potlatch	165,000.00
Whatcom	135,000.00
Sioux	160,000.00
Flyer	40,000.00
Rosalie	35,000.00
Utopia	25,000.00
Waialeale	35,000.00
City of Everett	12,500.00
Puget	45,000.00
City of Angeles	40,000.00
Comanche	155,000.00
Samson	19,000.00
Office furniture and fixtures.....	3,223.85
Extra equipment for vessels.....	46,509.50
Carpenter shop	1,231.33
Commissary	407.10
Freight elevator No. 1.....	1,850.00
Freight elevator No. 2.....	1,950.00
Kingston Park	587.08
Total.....	\$2,812,258.86

XIV.

That the said company started operations on January 1, 1914; that a dividend of 8 per cent was paid on the capital stock of respondent in 1914.

XV.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country and cities tributary to Puget Sound are rapidly developing and the population is likely to continue to increase, and it is probable that the respondent company will enjoy additional patronage.

XVI.

That under the rates now charged by respondent, its probable earning capacity is not to exceed \$1,024,809.66 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$1,022,359.76 per annum.

XVII.

That the expenditures made by the Puget Sound Navigation Company in procuring its property were such as were justified by the then existing conditions.

XVIII.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

Iroquois	\$344,019.64
Tacoma	331,519.64
Chippewa	361,749.97
Sol Duc	310,605.38
Indianapolis	305,971.09
Kulshan	253,776.87
Potlatch	168,351.25
Whatcom	147,985.54
Sioux	163,168.39
Flyer	59,991.87
Rosalie	46,065.62
Utopia	35,352.50
Waialeale	43,209.05
City of Everett	27,488.54
Puget	53,922.18
City of Angeles	37,259.37
Comanche	152,620.09
Samson	23,782.60
Office furniture and fixtures.....	3,223.85
Extra equipment for vessels.....	46,509.50
Carpenter shop	1,231.33
Commissary	407.10
Freight elevator No. 1.....	1,850.00
Freight elevator No. 2.....	1,950.00
Kingston Park	587.08
Total.....	\$2,922,598.45

Wherefore, The Commission finds that the value of said boats and other property of the Puget Sound Navigation Company for rate-making purposes was on January 1, 1917, as follows:

Iroquois	\$344,019.64
Tacoma	331,519.64
Chippewa	361,749.97
Sol Duc	310,605.38
Indianapolis	305,971.09
Kulshan	253,776.87
Potlatch	168,351.25
Whatcom	147,985.54
Sioux	163,168.39
Flyer	59,991.87
Rosalie	46,065.62
Utopia	35,352.50
Waialeale	43,209.05
City of Everett	27,488.54
Puget	53,922.18
City of Angeles	37,259.37
Comanche	152,620.09
Samson	23,782.60
Office furniture and fixtures.....	3,223.85
Extra equipment for vessels.....	46,509.50

Carpenter shop	1,231.33
Commissary	407.10
Freight elevator No. 1.....	1,850.00
Freight elevator No. 2.....	1,950.00
Kingston Park	587.08

Total.....\$2,922,598.45

No. 4390.

Public Service Commission of Washington, Complainant, v. Greyhound
Transportation Company, Respondent.

Valuation.

April 5, 1918, the Commission entered Findings as of date January 1, 1918,
and Order as follows:

Findings of Fact.

I.

That the Greyhound Transportation Company is a corporation existing
under and by virtue of the laws of the State of Washington and engaged in
the steamboat business on Puget Sound between Tacoma and Olympia, Wash-
ington.

II.

That the respondent company owns the steamship "Greyhound."

III.

That the cost of construction and equipment of said boat and date of acqui-
sition were as follows:

Name	Cost of Construction	Date of Acquisition
"Greyhound"	\$3,000.00	November, 1914

IV.

That the amount expended in permanent improvements on said boat was
one thousand two hundred dollars (\$1,200.00).

V.

That the amount of permanent improvements charged to construction of
said boat was one thousand two hundred dollars (\$1,200.00).

VI.

That no amount of permanent improvements was charged to operating
expenses.

VII.

That the present value of said boat compared with the original cost of
construction is two thousand eight hundred thirty-two dollars and six cents
(\$2,832.06).

VIII.

That the cost of reproducing the said boat in its present condition would
be two thousand four hundred dollars (\$2,400.00).

IX.

That the amount of capital stock of said company is \$3,100.00; that the said company has no funded indebtedness; that the present market value of the stock is unascertainable.

X.

That the total value of the property of the respondent company used for the convenience of the public in the State of Washington was \$2,400.00.

XI.

That no dividends have ever been paid on the capital stock of the respondent company.

XII.

That the density of traffic is variable, dependent upon the season of the year, the boats of respondent being capable of handling all traffic offered; that the cities of Tacoma and Olympia are developing rapidly and the population of each is likely to continue to increase; but, owing to the building of a paved and hard-surfaced highway between Tacoma and Olympia and the establishment of a substantial auto bus route between these two cities, it is doubtful if the respondent will receive much additional patronage.

XIII.

That said boat is seldom operated, and the probable earning capacity is not obtainable; that the sum required to meet the fixed charges and operating expenses is indeterminable.

XIV.

That the expenditures made by the respondent company in procuring its property were such as were justified by the existing conditions.

XV.

That the fair value of said boat of respondent company for rate-making purposes was on January 1st, 1917, three thousand five hundred sixteen dollars and three cents (\$3,516.03).

Wherefore, The Commission finds that the value of said boat of respondent company for rate-making purposes was on January 1st, 1917, three thousand five hundred sixteen dollars and three cents (\$3,516.03).

No. 4395.

Public Service Commission of Washington, Complainant, v. Olympia-Tacoma Navigation Company, Respondent.

Valuation.

April 5, 1918, the Commission entered Findings as of date January 1, 1918, and Order as follows:

Findings of Fact.**I.**

That the Olympia-Tacoma Navigation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound, between Tacoma and Olympia, Washington.

II.

That the respondent company owns the steamship Nisqually.

III.

That the cost of construction and equipment of said boat and date of acquisition was as follows:

Name	Cost of Construction	Date of Acquisition
Nisqually	\$57,500.00	March 1, 1911

IV.

That the amount expended in permanent improvements on said boat was \$4,725.00.

V.

That the amount of permanent improvements charged to construction of said boat was \$4,725.00.

VI.

That no amount of permanent improvements was charged to operating expense.

VII.

That the present value of said boat compared with the original cost of construction is \$68,873.21.

VIII.

That the cost of reproducing the said boat in its present condition would be \$53,000.00.

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boat, the respondent owns the following property, of the value set opposite the item of property described.

Extra equipment for vessel.....	\$165.00
---------------------------------	----------

X.

That the cost of "other property" as set forth in paragraph IX was \$165.00.

XI.

That no amount was expended in permanent improvements on "other property" mentioned in paragraph IX.

XII.

That no amount of permanent improvements on "other property" mentioned in paragraph IX was charged to either construction or operating expenses.

XIII.

That the present value of "other property" above enumerated compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition, is as follows:

	Cost	Present Value	Cost of Reproduction in Present Condition
Extra equipment for vessel.....	\$165.00	\$165.00	\$165.00

XIV.

That the capital stock of said company is \$45,000.00; that the said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XV.

That the total market value of the property of the respondent company used for the convenience of the public in the State of Washington was as follows:

Nisqually	\$53,000.00
Extra equipment	165.00
Total.....	<u>\$53,165.00</u>

XVI.

That no dividends have ever been paid on the capital stock of the respondent company.

XVII.

That the density of traffic is variable, dependent upon the season of the year, the boats of respondent company being capable of handling all traffic offered; that the cities of Tacoma and Olympia are developing rapidly and the population is likely to continue to increase, but owing to the construction of paved and hard-surfaced highways between Tacoma and Olympia and the establishment of a substantial auto bus route between these two cities it is doubtful if the respondent will receive much additional patronage.

XVIII.

That under the rates now charged by respondent its probable earning capacity is not to exceed \$29,277.57 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$32,002.00 per annum.

XIX.

That the expenditures made by the respondent company in procuring its property were such as were justified by the then existing conditions but those conditions have been changed by the presence of the auto buses.

XX.

That the fair value of said boat and "other property" of the respondent company, for rate-making purposes, was, on January 1, 1917, as follows:

Nisqually	\$65,549.10
Extra equipment for vessel.....	165.00
Total.....	<u>\$65,714.10</u>

Wherefore, The Commission finds that the value of said boat and "other property" for rate-making purposes was, on January 1, 1917, as follows:

Nisqually	\$65,549.10
Extra equipment for vessel.....	165.00
Total.....	<u>\$65,714.10</u>

No. 4401.

Public Service Commission of Washington, Complainant, v. Merchants Transportation Company, Respondent.

Valuation.

March 29, 1918, the Commission entered Findings as of date January 1, 1917, and Order as follows:

Findings of Fact.

I.

That the Merchants Transportation Company is a corporation existing under and by virtue of the laws of the State of Washington and engaged in the steamboat business on Puget Sound, between Seattle, Washington, Tacoma and Olympia, Washington.

II.

That the respondent company owns the following boats: Magnolia, Sentinel, T. W. Lake and A. W. Starrett.

III.

That the cost of construction and equipment of said boats and date of acquisition are as follows:

Steamship	Cost	Date of Acquisition
Magnolia	\$17,000.00	March, 1909
Sentinel	17,000.00	October, 1908
T. W. Lake	10,000.00	May, 1905
A. W. Starrett	2,000.00	September, 1905

IV.

That the amount expended in permanent improvements on said boats is as follows:

Magnolia	\$4,000.00
Sentinel	7,250.00
T. W. Lake	4,360.00
A. W. Starrett	11,050.00

V.

That the amount of permanent improvements charged to construction of said boats is as follows:

Magnolia	\$4,000.00
Sentinel	7,250.00
T. W. Lake	4,360.00
A. W. Starrett	11,050.00

VI.

That no amount of permanent improvements was charged to operating expenses.

VII.

That the present value of said boats compared with the original cost of construction is as follows:

Magnolia	\$23,158.73
Sentinel	20,985.18
T. W. Lake	12,619.56
A. W. Starrett	13,659.56

VIII.

That the cost of reproducing the said boats in their present condition would be as follows:

Magnolia	\$17,000.00
Sentinel	14,000.00
T. W. Lake	8,000.00
A. W. Starrett	9,500.00

IX.

That in addition to the foregoing property but associated therewith and essential to the successful operation of the affairs of said boats the respondent owns the following property of the value set opposite the items of property described:

Office furniture and fixtures.....	\$200.00
Extra equipment for vessels.....	3,464.00
Total.....	\$3,664.00

X.

That the cost of the "other property" as set forth in paragraph IX was as follows:

Office furniture and fixtures.....	\$200.00
Extra equipment for vessels.....	3,464.00
Total.....	\$3,664.00

XI.

That no amount was expended in permanent improvements on the property mentioned in the preceding paragraph.

XII.

That no amount of permanent improvements on property mentioned in paragraph X was charged to construction or operating expenses.

XIII.

That the present value of the "other property" above enumerated compared with the original cost of construction or purchase, and the cost of reproducing same in its present condition are as follows:

	Cost	Present Value	Cost of Re- production in Present Condition
Office furniture and fixtures.....	\$200.00	\$200.00	\$200.00
Extra equipment for vessels.....	3,464.00	3,464.00	3,464.00
Totals.....	\$3,664.00	\$3,664.00	\$3,664.00

XIV.

That the amount of capital stock of said company is \$30,000; that the said company has no funded indebtedness; that the present market value of the capital stock is unascertainable.

XV.

That the total market value of the property of the Merchants Transportation Company used for the convenience of the public in the State of Washington was as follows:

Magnolia	\$17,000.00
Sentinel	14,000.00
T. W. Lake	8,000.00
A. W. Starrett	9,500.00
Office furniture and fixtures.....	200.00
Extra equipment of vessels.....	3,464.00
Total.....	<u>\$52,164.00</u>

XVI.

That the respondent company started business in May, 1905, and purchased the steamship T. W. Lake for \$10,000.00; that a dividend of 10 per cent was paid in 1912.

XVII.

That the density of traffic is variable, dependent upon the season of the year, the boats of the respondent being capable of handling all traffic offered; that the country at and near the various points on Puget Sound reached by the boats of said company is developing rapidly, especially the cities of Seattle, Tacoma and Olympia; that the population is likely to continue to increase and it is probable that the respondent company will secure additional traffic.

XVIII.

That under the rates now charged by the respondent, its probable earning capacity is not to exceed \$83,147.87 per annum; that the sum required to meet the fixed charges and operating expenses of respondent is \$78,758.83 per annum.

XIX.

That the expenditures made by the Merchants Transportation Company in procuring its property were such as were justified by the then existing conditions.

XX.

That the fair value of said boats and other property for rate-making purposes was on January 1, 1917, as follows:

Magnolia	\$22,079.36
Sentinel	22,615.09
T. W. Lake	13,489.78
A. W. Starrett	13,354.78
Office furniture and fixtures.....	200.00
Extra equipment for vessels.....	3,464.00
Total.....	<u>\$75,203.01</u>

Wherefore, The Commission finds that the value of said boats and other property of the Merchants Transportation Company for rate-making purposes was on January 1, 1917, as follows:

Magnolia	\$22,079.36
Sentinel	22,615.09
T. W. Lake	13,489.78
A. W. Starrett	13,354.78
Office furniture and fixtures.....	200.00
Extra equipment for vessels.....	3,464.00
Total.....	<u>\$75,203.01</u>

No. 4620.

The Public Service Commission of Washington, Complainant, v. The Vashon Navigation Company, Defendant.

Tariffs increasing rates suspended; dismissal.

March 21, 1918, Commission entered an order suspending proposed increased tariffs to April 5, 1918. April 4th a further suspension order to April 30th was entered. April 29th the rates were further suspended to May 29th and May 9th an order of dismissal was entered.

No. 4462.

City of Bremerton, a Municipal Corporation of the Third Class, Plaintiff, v. Navy Yard Route, a Corporation, Defendant.

Protest against increased freight and passenger rates; adjusted; dismissed.

It appearing to the Commission, upon advice from the city attorney of Bremerton, Washington, under date of April 1, 1918, that the subject-matter of the above entitled proceeding has been adjusted to the satisfaction of the city of Bremerton, Washington, at whose request this proceeding was instituted, it is

Ordered, That the above entitled cause be and the same is hereby dismissed without prejudice.

No. 4652.

A. H. Denman, Complainant, v. Puget Sound Navigation Company, Respondent.

Protest against increased passenger rates between Seattle and Tacoma; held that although that particular route is operating at profit, entire system of company must be treated as a whole; ordered that protest be dismissed.

June 27, 1918, the Commission entered the following Findings, Opinion and Order:

Findings of Fact.**I.**

The Puget Sound Navigation Company is a corporation existing under and by virtue of the laws of the State of Washington, and is engaged in carrying freight and passengers for hire upon the waters of said state and is subject to the jurisdiction of this Commission.

II.

That the fleet of vessels owned and operated by the said corporation is seventeen (17) in number and ply upon the waters of the State of Washington and serve practically all important ports and where no railroad connection, many small ports from Tacoma and Union City on the south to Blaine on the north and Neah Bay on the west, including the Washington archipelago and the ports of Victoria and Vancouver in British Columbia.

III.

That the principal men in this corporation some thirty years ago first engaged in water transportation upon Puget Sound and from a small beginning have built up a fleet of ships which were found by the Commission under date of March 28, 1918, to have the aggregate value of \$2,922.598.00; this, however, exclusive of associated property.

IV.

During 1914, 1915 and 1916, according to the reports of said company annually filed with this Commission, the said company maintained the following routes: Tacoma, Everett, Victoria, Straits, Bellingham, Island, Mill, Canal and Freight.

In 1914 and 1915, upon the Tacoma route, it utilized the steamers "Tacoma," "Indianapolis," "Flyer" and "Chippewa"; and, in 1916, in addition to the above named vessels, it operated upon the Tacoma route the steamer "Iroquois." During 1917 and thus far in 1918, said company has been using upon the Tacoma route the steamers "Iroquois," "Tacoma," "Chippewa" and "Indianapolis." On the Tacoma route the "Iroquois" and "Chippewa" are operated as standby vessels and, as such, are subject to use on other routes in case of necessity; their principal use, however, being a standby service for the Tacoma route in order to insure an absolute service between Tacoma and Seattle, the best paying route of said company.

V.

The following table is a summary of the operating revenues and expenses of said company for the year 1914:

STEAMER	Route	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Company's Valuation	Rate of Return
Tacoma.....	Tacoma.....	.....	.....	.....	.....	.....	.....	\$315,000 00	
Indianapolis.....	.....	.....	.....	.....	.....	.....	.....	300,000 00	
Flyer.....	.....	.....	.....	.....	.....	.....	.....	70,000 00	
Chippewa.....	.....	.....	.....	.....	.....	.....	.....	300,000 00	
		\$369,953 94	\$245,399 62	\$124,554 32	\$28,046 54	\$2,032 99	\$94,474 79	\$985,000 00	.0959+
City of Everett.....	Everett.....	\$38,994 50	\$48,108 59	\$9,114 09*	\$1,976 55	\$77 98	\$11,168 62*	\$39,500 00	.282*
Iroquois.....	Victoria.....	\$84,436 83	\$90,543 10	\$6,106 27*	\$8,374 09	\$634 96	\$15,115 32*	\$315,000 00	.048*
Bellingham.....	Straits.....	.....	.....	.....	.....	.....	.....	\$32,000 00	
Waialeale.....	.....	.....	.....	.....	.....	.....	.....	45,000 00	
Sol Duc.....	.....	.....	.....	.....	.....	.....	.....	290,000 00	
Utopia.....	.....	.....	.....	.....	.....	.....	.....	40,000 00	
Sioux.....	.....	.....	.....	.....	.....	.....	.....	155,000 00	
		\$272,832 88	\$228,044 37	\$44,788 51	\$18,077 49	\$1,164 10	\$25,546 92	\$562,000 00	.04545
Comanche.....	Bellingham.....	.....	.....	.....	.....	.....	.....	\$140,000 00	
Kulshan.....	.....	.....	.....	.....	.....	.....	.....	240,000 00	
Whatcom.....	.....	.....	.....	.....	.....	.....	.....	150,000 00	
Samson.....	.....	.....	.....	.....	.....	.....	.....	25,000 00	
		\$253,452 21	\$197,363 49	\$56,088 72	\$19,406 61	\$1,125 10	\$35,557 01	\$1,555,000 00	.0640
Rosalie.....	Island.....	\$58,241 08	\$53,398 79	\$4,842 24	\$2,653 54	\$100 26	\$2,083 44	\$50,000 00	.0416
Puget.....	Mill.....	\$33,009 91	\$36,570 38	\$3,560 47*	\$2,924 28	\$111 40	\$6,596 15*	\$55,000 00	.1199*
Potlatch.....	Canal.....	\$60,400 87	\$61,620 88	\$1,220 01*	\$4,253 50	\$323 05	\$5,798 56*	\$160,000 00	.0362*
Totals.....	.....	\$1,171,322 17	\$961,049 23	\$210,272 96	\$56,717 50	\$5,509 84	\$118,985 61	\$2,721,500 00	.....
Average.....	.....	.....	.....	.....	.....	.....	.....	.....	.0436

* Indicates red figures.

OPERATING REVENUES AND EXPENSES, 1915—Continued.

STEAMER	Route	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Company's Valuation	Rate of Return
Sloux, Utopia.....	.....							
City of Everett.....	Mill.....	\$30,583 52	\$42,845 61	\$12,262 09*	\$2,577 61	\$239 00	\$15,078 70	\$55,000 00	.2741*
Puget.....	.....							
Flyer.....	.....							
Potlatch.....	Canal.....	\$56,770 59	\$56,769 78	\$0.81	\$3,749 23	\$693 11	\$4,441 53*	\$160,000 00	.02776*
Comanche }.....									
Samson }.....	Freight.....	\$47,949 33	\$33,639 63	\$14,309 70	\$4,452 23	\$717 01	\$9,140 46	{ \$140,000 00 25,000 00	.0554
Totals.....		\$1,053,849 03	\$908,154 20	\$145,694 81	\$76,382 25	\$11,950 11	\$57,362 47	\$2,721,500 00	.....
Average.....									.0218

* Indicates red figures.

VII.

The following table is a summary of the operating revenues and expenses of said company for the year 1916:

STEAMER	Route	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Company's Valuation	Rate of Return
Tacoma.....	Tacoma.....	.....	.....	.....	.....	.....	.....	\$315,000.00	
Indianapolis.....		.....	.....	.....	.....	.....	.....	300,000 00	
Iroquois.....		.....	.....	.....	.....	.....	.....	See Victoria	
Chippewa.....		.....	.....	.....	.....	.....	.....	300,000 00	
Flyer.....		.....	.....	.....	.....	.....	.....	70,000 00	
		\$300,345 06	\$220,298 30	\$80,046 76	\$27,252 25	\$6,803 67	\$45,985 84	\$985,000 00	.04667
City of Everett.....	Everett.....	None	\$2,147 31	\$2,147 31*	\$1,858 75	\$260 96	\$4,267 02*	\$39,500 00	.01803*
Iroquois.....		\$7,663 96	\$13,952 84	\$6,288 88*	\$7,875 00	\$2,124 99	\$16,288 87*	\$315,000 00	.0516*
Sol Duc.....	Straita.....	.....	.....	.....	.....	.....	.....	\$230,000 00	
Waleale.....		.....	.....	.....	.....	.....	.....	45,000 00	
Bellingham.....		.....	.....	.....	.....	.....	.....	32,000 00	
Utopia.....		.....	.....	.....	.....	.....	.....	40,000 00	
Stoux.....		.....	.....	.....	.....	.....	.....	155,000 00	
Everett.....		.....	.....	.....	.....	.....	.....	See Everett	
		\$280,060 79	\$225,359 68	\$54,721 11	\$17,000 00	\$3,672 11	\$34,049 00	\$562,000 00	.0605
Kulshan.....	Bellingham...	.....	.....	.....	.....	.....	.....	\$240,000 00	
Whatcom.....		.....	.....	.....	.....	.....	.....	150,000 00	
Potlatch.....		.....	.....	.....	.....	.....	.....	See Canal	
Iroquois.....		.....	.....	.....	.....	.....	.....	See Victoria	
Everett.....		.....	.....	.....	.....	.....	.....	See Everett	
		\$213,365 14	\$191,538 64	\$21,826 50	\$13,500 00	\$2,646 90	\$5,679 60	\$390,000 00	.0145
City of Angeles.....	Island.....	.....	.....	.....	.....	.....	.....	\$32,875 00	
Rosale.....		.....	.....	.....	.....	.....	.....	50,000 00	
City of Everett.....		.....	.....	.....	.....	.....	.....	See Everett	
Puget.....		.....	.....	.....	.....	.....	.....	See Mill	
Utopia.....		.....	.....	.....	.....	.....	.....	See Straita	
		\$55,959 20	\$98,700 00	\$47,740 00*	\$4,143 75	\$559 20	\$47,443 75*	\$32,875 00	.572*

OPERATING REVENUES AND EXPENSES, 1916—Continued.

STEAMER	Route	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Company's Valuation	Rate of Return
Puget.....	Mill								
Sioux.....								\$55,000 00	
City of Everett.....									
Utopia.....									
		\$40,526 05	\$55,881 21	\$15,355 10*	\$2,750 00	\$372 80	\$18,477 96*	\$55,000 00	.3359*
Potlatch.....	Canal							\$160,000 00	
City of Angeles.....									
Utopia.....									
City of Everett.....									
		\$61,629 26	\$63,255 18	\$1,625 92*	\$4,000 00	\$1,081 13	\$6,707 05*	\$160,000 00	.0419*
Comanche.....	Freight							\$140,000 00	
Samson.....								25,000 00	
Bellingham.....								See Straits	
		\$58,381 65	\$55,262 60	\$3,119 05	\$4,750 00	\$1,181 41	\$2,749 36*	\$165,000 00	.01666*
Totals.....		\$1,017,951 11	\$926,895 76	\$91,555 35	\$83,134 75	\$18,640 17	\$10,219 57*	\$2,721,500 00	.....
Average.....									.0376*

* Indicates red figures.

VIII.

The following table is a summary of the operating revenues and expenses of said company by steamers for the year 1917 and the first four months of 1918 as determined by the accountants of this Commission:

YEAR 1917.

STEAMER	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Commission's Valuation	Rate of Return
Iroquois.....	\$23,768.46	\$35,650.88	\$11,881.92*	\$7,875.00	\$1,360.72	\$21,117.64*	\$344,019.64	.0614*
Tacoma.....	197,304.11	106,659.08	90,645.03	7,875.00	1,360.72	81,409.31	331,519.64	.245
Chippewa.....	None	10,497.73	10,497.73*	8,282.25	1,396.50	20,276.48*	351,749.97	.0553*
Sol Duc.....	160,308.01	105,678.16	54,629.85	7,250.00	1,313.09	46,066.76	310,605.38	.15
Indianapolis.....	150,681.18	102,077.31	48,603.87	7,500.00	1,301.18	39,802.69	305,971.09	.181
Kulshan.....	116,922.61	101,330.99	15,591.62	6,000.00	1,051.09	8,540.53	253,776.87	.0333
Potlatch.....	55,839.14	54,830.83	978.31	4,000.00	693.82	3,715.51*	168,351.25	.0221*
Whatcom.....	106,539.94	91,700.78	14,839.16	7,500.00	646.18	6,692.98	147,985.54	.0452
Sioux.....	92,353.43	63,766.58	28,586.85	3,875.00	670.00	24,041.85	163,168.39	.141
Flyer.....	36,404.96	27,240.32	9,164.64	3,500.00	300.72	5,363.92	59,991.87	.0894
Rosalie.....	51,344.10	53,581.93	2,237.83*	2,500.00	217.45	4,955.28*	46,065.62	.1078*
Utopia.....	38,635.65	38,787.29	101.64*	2,000.00	181.73	2,283.37*	35,352.50	.064*
Wataleale.....	35,609.65	35,390.61	219.04	2,250.00	193.64	2,224.60	43,209.05	.0613
City of Everett.....	439.80	2,488.42	2,058.62*	1,239.17	114.14	3,411.93*	27,488.54	.125*
Bellingham.....	None	55.26	55.26*	None	None	55.26*	.....	.....
Puget.....	44,051.64	43,491.67	559.97	2,750.00	241.27	2,431.30	53,922.18	.0434
City of Angeles.....	32,994.59	46,123.44	13,128.85*	1,643.75	146.00	14,918.60*	37,259.37	.40*
Comanche.....	87,611.60	60,163.78	27,447.82	3,500.00	610.45	23,337.37	155,620.09	.15
Samson.....	17,890.05	18,203.31	313.26*	1,260.00	110.27	1,678.53*	23,792.60	.07*
Additional miscellaneous equipment.....	.....	.....	.....	.....	.....	.....	55,753.86	.....
Totals.....	\$1,248,688.92	\$997,697.87	\$250,991.15	\$80,880.17	\$11,909.07	\$158,191.91	\$2,923,598.45	.....
Average.....	.....	.....	.....	.....	.....	.....	.....	.0541

* Indicates red figures.

FIRST FOUR MONTHS 1918.

STEAMER	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Commission's Valuation	Rate of Return
Iroquois.....	\$5,610.45	\$12,657.82	\$7,047.37*	\$2,625.00	\$1,470.24	\$11,142.61*	\$344,019.64	.0324*
Tacoma.....	77,313.07	88,337.82	38,975.25	2,625.00	1,470.24	34,880.01	331,519.64	.105
Chippewa.....	None	8,475.71	3,475.71*	2,704.08	1,513.95	7,783.74*	361,749.97	.0215*
Sol Duc.....	53,121.15	43,451.50	7,669.65	2,416.67	1,419.02	3,833.96	310,605.38	.0123
Indianapolis.....	68,626.63	36,763.00	31,853.63	2,500.00	1,406.21	27,947.42	305,971.09	.001
Kulshan.....	45,706.92	38,848.30	6,858.62	2,000.00	1,137.26	3,721.36	253,776.87	.0108
Potlatch.....	15,231.32	17,997.20	2,765.83*	1,333.33	753.05	4,852.26*	168,351.25*	.029*
Whatcom.....	42,620.72	32,525.79	10,094.93	2,500.00	701.82	6,893.11	147,985.54	.0465
Flyer.....	5,439.57	8,178.87	2,290.70	1,166.66	330.42	763.62	163,168.39	.0127
Rosale.....	16,712.79	19,356.31	2,643.52*	833.33	240.77	3,717.62*	59,991.87	.0808*
Utopia.....	13,834.60	15,042.00	1,173.00*	666.67	202.35	2,047.02*	46,065.92	.058*
Walaleale.....	11,220.52	14,594.90	3,374.33*	750.00	215.16	4,839.54*	35,352.50	.104*
Puget.....	14,946.20	15,305.35	359.15*	916.66	266.39	1,542.20*	43,209.05	.0235*
Angeles.....	14,294.22	14,618.62	324.40*	547.92	163.93	1,036.25*	53,922.18	.0232*
Comanche.....	14,406.69	14,512.25	105.56*	1,166.66	663.40	1,985.62*	37,259.37	.0122*
Sioux.....	40,683.59	22,550.56	18,133.03	1,291.67	727.44	16,113.92	163,168.39	.008
Samson.....	544.75	2,082.04	1,537.29*	416.67	125.51	2,079.47*	23,782.60	.089*
Miscellaneous equipment.....							55,738.86	.....
Totals.....	\$440,343.19	\$347,298.64	\$93,034.55	\$26,550.32	\$12,307.16	\$53,677.07	\$2,922,598.45	.....
Average.....								.0184

* Indicates red figures.

IX.

That the net profit and rate of return of said company for the years of 1914, 1915 and 1916, based upon the valuation of said steamers as found by the company, were as follows:

1914	\$118,985.61	.044%
1915	57,362.47	.022%
1916	10,219.57*	.038%*

* Red.

And the net profit and rate of return for the year 1917 and the first four months of 1918, based upon the value of said boats as found by this Commission, are as follows:

1917	\$158,191.91	.054%
1918 (first four months).....	53,677.07	.018%

X.

For a number of years the company's steamers, or steamers owned by the companies which were merged into the present company, were operated from various points on the waters of the State of Washington to Seattle and then on to Tacoma or from Tacoma out through Seattle to beyond ports and back, first touching Seattle and then going to Tacoma. The necessary delays of the steamers in Seattle in unloading freight caused the passengers to leave the boats of the company at Seattle and seek other means of conveyance to Tacoma. The company found it necessary in order to hold the trade to put on fast steamers between Seattle and Tacoma, the first of these steamers being the "Indianapolis." The situation is well explained in the testimony of Joshua Green, president of the company and the principal character in the development of inland water transportation in this state, who said:

"Now we found that every Sound route fed the Indianapolis. In other words, in the beginning we ran some of our steamers through to Tacoma. In fact, nearly all of them went to Tacoma; the Utopia running from Bellingham to Blaine, ran through to Tacoma, but that boat would have to come into Seattle and load freight and go to Tacoma and come back. They were not fast boats, and we found that the passengers that would come into Seattle on these boats—the boat would stay at the dock in Seattle unloading freight for a couple of hours or so and then go on to Tacoma—we found that they would not wait but would take the rail line, so we found that the fast boats were necessary, and we put the Indianapolis on and made close connections with her. Take the Bellingham boat—she comes into Seattle at 4:45 in the afternoon. She has to unload freight for a couple of hours. If a passenger had to wait until she could go on through to Tacoma they would have to wait a couple of hours, and if one of our Tacoma steamers is waiting there they make close connections. The same way in the evening. So our down-Sound routes are big feeders to the Tacoma route." * * *

"Now the life of the balance of our route really depends on Seattle and Tacoma and Seattle and Tacoma largely depend on the balance of our routes, and as our Bellingham boat that comes in in the evening brings in a crowd of people for Tacoma, so our Port Townsend boat brings in a crowd of people for Tacoma, and the Hoods Canal route brings a lot of excursionists out of Tacoma, and the whole thing is a feeder; it is so interwoven; it is just like a union depot. The transfers are made in Seattle."

To meet this situation, the company has established and has for several years maintained a dock at Seattle through which with expedition and less expense it clears its passengers and freight.

XI.

The company maintains a constant schedule, which necessitates standby steamers. This is made clear by the testimony of Mr. Green, as follows:

"I want to say that another spoke in our success, I think has been, or one spoke of success is, that because in the last few years we have not had any lay-offs. In fact, we pride ourselves on the fact that we absolutely guarantee our schedules, having a vessel or a boat leave for a certain place at a certain time. If it broke down there was another boat left immediately. We kept sufficient boats to take care of our schedules. Now take the Indianapolis. Last winter it was laid off for forty-five days with boiler trouble because we were going to put in new boilers, at an enormous cost, and it is a lot of trouble; now it takes four months. Now we have to maintain spare steamers to take these boats' places. If we allowed the Indianapolis, for instance, to—if she happened to break down, if we allowed her schedule to go without any steamer—why our business would just vanish in a week. A man would go down to take a boat and it was not there. All right, we have no confidence in that, we'll take a train or a jitney, there are plenty of ways to go. It has taken at least two steamers, two spare steamers, to maintain the Tacoma route, to keep her schedules intact. Not only that, but on Saturdays, with this Camp Lewis movement, which is really the only business we get out of this war—on Saturdays there is an enormous amount of men turned out and we have to send another steamer and sometimes two, if it is a pay day in order to move that crowd. That is not a profitable movement because you have to get so much extra service out to do it. It would be very much more profitable if it would stay at a steady stream instead of being spasmodic, but of course they don't let the soldiers off every day."

XII.

The company's vessels are oil burning and thus far their earnings have not been influenced by the increased price of oil, as the company has been supplied with oil under a contract which will not expire until September 1st, under which contract it has been paying less than seventy-five cents (75c) per barrel, while the present market rate for oil is \$1.87 per barrel. In determining the rate of return above, we have calculated oil at seventy-two (72) and seventy-four cents (74c) per barrel, the higher figure including the war tax.

XIII.

The following shows the old and new schedules of passenger rates, new rates being underscored:

rates being in bold-faced type:

Seattle-Tacoma Route

One-Way Fare

	Single Fare		Single Half-Fare	
FROM Seattle TO Tacoma.....	\$0.40	\$0.50	\$0.20	\$0.25
FROM Tacoma TO Seattle.....	.40	.50	.20	.25

Round-Trip Fare

	Round-Trip		Round-Trip Half-Fare	
FROM Seattle TO Tacoma.....	\$0.75	\$1.00*	\$0.40	\$0.50
FROM Tacoma TO Seattle.....	.75	1.00*	.40	.50

* Includes war tax.

Seattle-Kingston-Port Gamble-Port Ludlow-Port Townsend Route.

	Seattle		Kingston		Pt. No Pt.		Pt. Gamble		Pt. Ludlow		Fort Flagler		Pt. Townsend		Irondale	
	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...	Single.....	Round trip...
	.25	.35* .70*	.25	.35* .70*	.50	.75	.50	.75	.75	.75*	.75	.75*	.25	.35*	.25	.35*
Kingston.....	.50		.50		1.00	1.50	1.00	1.50	1.00	1.50	1.00	1.50	.50	.70*	.50	.70*
Pt. No Pt.....	.75	1.00*	.75	1.00*	1.50	2.00*	1.50	2.00*	1.50	2.00*	1.50	2.00*	.50	.70*	.50	.70*
Port Gamble.....	1.00	1.00*	.75	.75*	.50	.50*	.75	.75*	.75	.75*	.75	.75*	.50	.50*	.50	.50*
Port Ludlow.....	1.50	2.00*	1.25	1.50*	.75	.75*	1.25	1.50*	.50	.50*	.75	.75*	.50	.50*	.50	.50*
Port Flagler.....	1.25	1.25*	1.00	1.00*	1.00	1.00*	1.00	1.00*	.75	.75*	.75	.75*	.50	.50*	.50	.50*
Port Townsend.....	2.00	2.50*	1.50	1.75*	1.50	1.75*	1.50	1.75*	1.00	1.25*	.50	.70*	.50	.70*	.50	.70*
Irondale.....	1.25	1.25*	1.00	1.00*	1.00	1.00*	.75	.75*	.75	.75*	.50	.50*	.25	.35*	.25	.35*
Port Hadlock.....	2.00	2.50*	1.50	2.00*	1.50	2.00*	1.00	1.50*	1.00	1.00*	.75	.75*	.50	.70*	.50	.70*

* Indicates new rate.

OPERATING REVENUES AND EXPENSES, 1916--Continued.

STEAMER	Route	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Company's Valuation	Rate of Return
Puget.....	Mill.								
Sloux.....								\$55,000 00	
City of Everett.....									
Utopia.....									
		\$40,526 05	\$55,881 21	\$15,355 10*	\$2,750 00	\$372 80	\$18,477 96*	\$55,000 00	.3359*
Potlatch.....	Canal.								
City of Angeles.....								\$160,000 00	
Utopia.....									
City of Everett.....									
		\$61,629 26	\$63,255 18	\$1,625 92*	\$4,000 00	\$1,081 13	\$6,707 05*	\$160,000 00	.0419*
Comanche.....	Freight.								
Samson.....								\$140,000 00	
Bellingham.....								25,000 00	
								See Straits	
		\$58,381 65	\$55,262 60	\$3,119 05	\$4,750 00	\$1,181 41	\$2,749 36*	\$165,000 00	.01666*
Totals.....		\$1,017,951 11	\$926,895 76	\$91,555 35	\$83,134 75	\$18,640 17	\$10,219 57*	\$2,731,500 00	.....
Average.....									.0376*

* Indicates red figures.

VIII.

The following table is a summary of the operating revenues and expenses of said company by steamers for the year 1917 and the first four months of 1918 as determined by the accountants of this Commission:

YEAR 1917.

STEAMER	Operating Revenue	Operating Expenses	Net Receipts	Depreciation	Taxes	Net Profits	Commission's Valuation	Rate of Return
Iroquois.....	\$23,768.46	\$35,650.88	\$11,881.92*	\$7,875.00	\$1,360.72	\$21,117.64*	\$344,019.64	.0614*
Tacoma.....	197,304.11	106,659.08	90,645.03	7,875.00	1,360.72	81,409.31	331,519.64	.245
Chippewa.....	None	10,497.73	10,497.73*	8,382.25	1,396.50	20,276.48*	351,749.97	.0563*
Sol Duc.....	160,308.01	105,678.16	54,629.85	7,250.00	1,313.09	46,066.76	310,605.38	.15
Indianapolis.....	150,681.18	102,077.31	48,603.87	7,500.00	1,301.18	39,302.69	305,971.09	.131
Kulshan.....	116,922.61	101,330.99	15,591.62	6,000.00	1,051.09	8,540.53	253,776.87	.0333
Potlatch.....	55,839.14	54,830.83	978.31	4,000.00	693.82	3,715.51*	168,351.25	.0231*
Whatcom.....	106,539.94	91,700.78	14,839.16	7,500.00	646.18	6,692.98	147,965.54	.0452
Sloux.....	92,353.43	63,766.58	28,586.85	3,875.00	670.00	24,041.85	168,168.39	.141
Flyer.....	36,404.96	27,240.32	9,164.64	3,500.00	300.72	5,363.92	59,991.87	.0894
Rosale.....	51,344.10	53,581.93	2,237.83*	2,500.00	217.45	4,955.28*	46,065.62	.1078*
Utopia.....	38,635.65	38,787.29	101.64*	2,000.00	181.73	2,233.37*	35,852.50	.064*
Waialeale.....	35,609.65	35,390.61	219.04	2,250.00	193.64	2,224.60	43,209.05	.0518
City of Everett.....	429.80	2,488.42	2,058.62*	1,239.17	114.14	3,411.93*	27,488.54	.125*
Bellingham.....	None	55.26	55.26*	None	None	55.26*	.....	.....
Puget.....	44,051.64	43,491.67	559.97	2,750.00	241.27	2,431.30	53,922.18	.0434
City of Angeles.....	32,994.59	46,123.44	13,123.85*	1,643.75	146.00	14,918.60*	37,259.37	.40*
Comanche.....	87,611.60	60,163.78	27,447.82	3,500.00	610.45	23,337.87	155,620.09	.15
Samson.....	17,800.05	18,203.31	313.26*	1,250.00	110.27	1,678.53*	23,732.60	.07*
Additional miscellaneous equipment.....	.....	.....	.....	.....	.....	.....	55,758.86	.....
Totals.....	\$1,248,688.92	\$997,697.87	\$250,991.15	\$80,890.17	\$11,909.07	\$158,191.91	\$2,922,598.45	.....
Average.....	.....	.....	.....	.....	.....	.....	.....	.0541

* Indicates red figures.

Seattle-Hoods Canal Route--Continued.

	Single. Round trip...	Brinnon		Duckabush	Nellita	Holly	Eldon		DeWatto		Hoodsport		Potlatch	
		.25	.35*		.25	.35*	.25	.35*	.25	.35*	.25	.35*	.25	.35*
Duckabush.....	
Nellita.....	
Holly.....	
Eldon.....	
DeWatto.....	
Hoodsport.....	
Potlatch.....	
Union City.....	

* Indicates new rate.

San Juan Islands Route.

	Seattle		Pt. Townsend		Richardson		Lopez		Friday H'bor		Roche H'bor	
	1.25	1.25*	2.00	2.50*	1.50	1.50*	.25	.25*	.50	.50*	.50	.50*
	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..	Round trip..
Port Townsend.....	2.00	2.50*	3.50	3.75*	2.50	2.50*	.50	.75*	.75	.75*	.75	.75*
Richardson.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Lopez.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Friday Harbor.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Roche Harbor.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Deer Harbor.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
West Sound.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Orcas.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
East Sound.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Rosario.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Doe Bay-Urban.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*
Bellingham.....	2.00	2.25*	3.50	3.75*	1.50	1.50*	.25	.25*	.25	.25*	.25	.25*

* Indicates new rate.

San Juan Islands Route—Continued.

	Single..... Round trip..	Deer Harbor		West Sound		Orcas		East Sound		Rosario		Doe Bay- Urban	
		.25	.25*	.25	.25*	.25	.25*	.25	.25*	.25	.50*	.25	.50*
		.50	.50*	.50	.50*	.50	.50*	.50	.50*	.50	.75*	.50	.75*
West Sound.....	Round trip..	.50	.50*	.50	.50*	.50	.50*	.50	.50*	.50	.75*	.50	.75*
Orcas.....	Round trip..	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*
East Sound.....	Round trip..	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*
Rosario.....	Round trip..	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*
Doe Bay-Urban.....	Round trip..	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*	.75	.75*
Bellingham.....	Round trip..	1.25	1.00*	1.25	1.00*	1.25	1.00*	1.25	1.00*	1.25	.75	1.00	.65*
			1.50*		1.50*		1.50*		1.50*		1.25*		.90*

* Indicates new rate.

The commutation rates are unchanged. Slight changes are made in freight rates. The complainant, Mr. Denman, challenged only the increase in passenger rates between Seattle and Tacoma.

Opinion.

The principal men in the Puget Sound Navigation Company have long been engaged in transportation upon the inland waters of the State of Washington. Separately they started in a meager way and by gradual development and uniting their efforts, they, or their company, now operate upon the inland waters of this state seventeen (17) oil-burning steamers. With these ships the company maintains definite schedules of service upon eight (8) routes, all of which converge at Seattle where the company maintains a wharf over which it clears all its passengers and freight.

With each ship the company keeps a separate account, and, as a rule, a ship or ships being assigned to ply upon a certain route. In order for the company to maintain a service according to its schedules, it is necessary for it to have standby ships.

The company's passenger rates are not uniform; they vary as to routes and have a mileage basis. Some of the routes, and notably the Tacoma route, are profitable while several of the routes have been losing money. During the years the income as to routes has fluctuated—at times showing substantial profits and at other times large losses.

The company maintains that its fleet of ships shall be considered a system of transportation. The complainant on the other hand contends that each route maintained by the company is a unit and he challenges the increase of rates between Seattle and Tacoma and insists that the rate of return on that route under the rates in effect prior to the 15th instant, were earning the company sufficient returns upon the vessels operated upon that route.

Upon the Tacoma route the steamers "Tacoma" and "Indianapolis," when in commission, are maintained. When either of these steamers is out of commission, the "Iroquois" or the "Chippewa" is substituted. The latter steamers, however, are also used upon other routes when some regular ship is temporarily withdrawn.

Treating the Tacoma route as a unit, the complainant also insists that only the steamers "Tacoma" and "Indianapolis" shall be considered as ships essential to that unit. The company maintains that if the Tacoma route is to be considered as a unit that the steamers "Tacoma," "Indianapolis," "Iroquois" and "Chippewa" are essential to the maintenance of its schedules upon that route. It asserts that as the Tacoma route is the best paying route, it must at all hazards keep up a perfect service.

There can be no question but that the "Tacoma" and "Indianapolis" are making a handsome profit and that increase of rates will increase the revenues of these boats to such an extent that it will more than take care of the increased cost of oil when the company's oil contract expires.

The complainant, with an eye single to these two ships, accuses the company of profiteering. We must look upon the company's efforts as a whole as highly beneficial to the people of the State of Washington. We realize that the boats of the company, as a fleet, serve practically all important points and where no railroad facilities, many small ports from Tacoma and Union City on the south, to Blaine on the north, Neah Bay on the west, the Washington

archipelago and the ports of Victoria and Vancouver in British Columbia. Treating the business of the company as a whole, it has not been receiving a decent return and the rates which became effective on the 15th instant will not return a profit which can in any sense be denominated profiteering and when the company pays the market price for its fuel oil, its rate of return will be uninviting in a commercial enterprise.

We have taken note that the commutation fares have not been increased and only slight increases are made in the freight rates.

We know of no reason why rate-making upon water transportation should be different from the rate-making in rail transportation. We are quite sure that the system of rate-making was understood long before railroads were in vogue. The mere fact that a vehicle operates over a fixed track while a ship plies upon more or less open water, does not necessitate a change in principle.

Joshua Green, the president of the company, shows in what manner the Tacoma route was established. Formerly the company maintained its Tacoma route by operating some of its boats through Seattle to Tacoma. The delays in unloading the freight in Seattle were such that the passengers would leave the boats at that point and seek another mode of transportation to Tacoma. The company concluded to put on a fast boat between Tacoma and Seattle and to discontinue operating boats through Seattle to Tacoma. This the company did, first purchasing the "Indianapolis" and later the "Tacoma." By bringing their passengers from the northerly and westerly points into Seattle and transferring them over the company's dock to the Tacoma boat, facilitates travel by the company's lines.

There is nothing in the record to gainsay the statement of Mr. Green that the lines running into Seattle from the north feed directly into the Tacoma service.

This interdependence has all the characteristics of main and branch line transportation by rail. Yet we are asked to treat it in a different manner than if we were considering railroad transportation. If it were not for the socialization of rates and fares, cheap, heavy or bulky commodities could scarcely be transported by rail or boat.

The public has an interest in the transportation, which is over and above the interest of either the carrier or the shipper. It is by reason of this interest that the public intervenes and supervises both rates and service. The public has a right to say that rates and fares shall be so regulated that every part of the state may be developed. It can in justice declare that during at least the developing period, the burdens of one portion of the state shall, in part, be borne by the balance or some other portion of the state. In this connection, we call attention to the language of Emory R. Johnson, professor of transportation and commerce in the University of Pennsylvania, who in his "Principles of Railroad Transportation," page 350, says as follows:

"In reaching a decision as to the reasonableness of railway charges, the officers of the state are in duty bound to consider the interests of the carrier, the individual shipper, and the general public. The carrier's minimum charge is fixed by the 'extra' cost due to performing the service in question; the shipper's maximum payment is the value of the service; to locate the just charge lying intermediate between these two extremes, consideration must be given to the cost of the service to the carrier and the conditions of competition under which the service is performed, the value of the service to the one who receives it, the value of the article, and its importance to the industrial progress of society.

"As the state endeavors more consciously and intelligently to realize justice in transportation charges, greater attention will be given to the relation of rates and fares to the interests of society. The carrier is entitled to adequate remuneration for his labor, his capital, and his risks; the shipper and passenger are entitled to charges that are absolutely and relatively reasonable; the public as a whole may justly insist on such a distribution of those charges among different kinds of commodities and classes of passengers as will be most advantageous to society. One way, and probably the best way, to accomplish this 'socialization' of rates and fares, is to extend the taxation principle of railway charges—to fix rates more largely with reference to the value of the commodities, and to fix fares so that they will more nearly correspond with the abilities of different classes of travelers.

"The socialization of rates and fares—the collection of the total revenue to which the carriers are entitled by fixing charges primarily with reference to the needs of society, and only secondarily with regard to the cost or value of each particular service—is the goal toward which the public will be led in its efforts to secure and enforce justice in transportation charges. However, justice is not to be had by discovering and applying any infallible rule or theory. Justice is a question of judgment, and the factors affecting judgment must be different for each case decided, and must change from time to time as society alters its ethical standards."

The complainant has cited but one case in support of his contention that the Tacoma route shall be treated as a unit, and that from the public service commission of Massachusetts—the Bay State Rate Case. In other matters we have had occasion to study this decision and if we appreciate the principles enunciated, it does not bear out complainant's contention.

The Railroad Commission of Washington and its successor, the Public Service Commission of Washington, have at all times taken the position adverse to the one now taken by the complainant.

If this Commission were to hold that each route of the company is a unit, we would be inviting the railroad companies where they have branch lines to lease those lines that each of them might become self-sustaining. The company has treated its boats as a system and the company must continue to so operate them, and no changes in routes should be made without first obtaining the consent of this Commission.

Order.

Wherefore, Having permitted the rates of the Puget Sound Navigation Company filed with this Commission under date of May 15, 1918, to become effective on the 15th instant, it is now Ordered, That the protest of the complainant be, and the same is hereby denied and his complaint is hereby dismissed.

No. 4688.

In the Matter of the Application of Anderson Steamboat Company for Increase of Fares on the Steamer "Dawn," Plying Between Seattle and Mercer Island.

Hearing had to consider any protest on advanced passenger rates; dismissed.

August 26, 1918, the following notice was entered:

The Anderson Steamboat Company having applied to the Public Service Commission of the State of Washington for increase in fares on its steamer

"Dawn," plying between Leschl Park, in the city of Seattle, and Mercer Island, East Seattle and other points, the same to become effective the first day of September, 1918;

Now, Therefore, Notice is hereby given that any protest to the proposed increase of fares will be heard at the Chamber of Commerce, in the city of Seattle, Washington, on Saturday, the 31st day of August, A. D. 1918, at 10 o'clock a. m.

November 20, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that the above entitled case has been settled satisfactorily to all parties concerned,

It Is Therefore Ordered, That the above entitled case be, and the same is, hereby dismissed.

No. 4692.

Salmon Bank Canning Company, Complainant, v. Kingston Transportation Co., Respondent.

Protest against increased rates. Tariff suspended; complaint withdrawn; dismissal.

September 4, 1918, Order was entered suspending tariff. September 11, 1918, the following Order was entered:

It appearing to the Commission that on the 13th day of August, 1918, the above named respondent Kingston Transportation Company filed with this Commission its tariff designated as Supplement No. 2 to Tariff No. 5, W. P. S. C. No. 5, issued August 12, 1918, to become effective September 12, 1918;

It further appearing to the Commission that the Salmon Bank Canning Company filed a complaint against the rates contained in said supplement above referred to, and that on the 4th day of September, 1918, this Commission entered an order in said cause suspending the operation of said supplement until the 10th day of October, 1918; and

It further appearing to the Commission that on the 14th day of September, 1918, the complainant Salmon Bank Canning Company filed with this Commission its withdrawal of its complaint against said Supplement No. 2 to Tariff No. 5, W. P. S. C. No. 5, issued August 12, 1918, and that by such withdrawal, the condition no longer exists for the suspension of said rates;

Wherefore, It Is Ordered, That the Public Service Commission's suspension order dated September 4, 1918, suspending the rates in Supplement No. 2 to Tariff No. 5, W. P. S. C. No. 5, be, and the same is hereby cancelled, and that this cause be, and the same is, hereby dismissed.

No. 4693.

**Bremerton Chamber of Commerce, Complainant, v. Navy Yard Route,
Respondent.**

Protest against increased rates; tariff suspended; company withdraws tariff; dismissal.

September 4, 1918, order of suspension was issued. September 13, 1918, the following Order was entered:

It appearing to the Commission that on the 28th day of August, 1918, the above named respondent Navy Yard Route, filed with this Commission its tariff designated as Supplement No. 2 to Puget Sound Freight Tariff No. 5, Form No. 2, W. P. S. C. No. 5, issued August 21, 1918, to become effective September 22, 1918;

It further appearing to the Commission that the Bremerton Chamber of Commerce filed a complaint against the rates contained in said supplement above referred to, and that on the 4th day of September, 1918, this Commission entered an order in said cause, suspending the operation of said supplement until the 10th day of October, 1918; and

It further appearing to the Commission that on the 13th day of September, 1918, the respondent herein filed with this Commission its withdrawal of the supplement above referred to, and that by such withdrawal, the conditions complained of no longer exist;

Now, Therefore, It Is by the Commission Ordered, That this cause be, and the same is, hereby dismissed.

No. 4699.

**Chamber of Commerce, Bellingham, Washington, Protestant, v. Puget Sound
Navigation Company, Respondent.**

Protest against increased rates; tariff suspended; complaint withdrawn; dismissal.

September 9, 1918, the Commission entered order of suspension. September 25, 1918, the following Order was entered:

It appearing to the Commission that on the 16th day of August, 1918, the above named respondent, Puget Sound Navigation Company, filed with this Commission its tariff designated as Local Freight Tariff No. 6, issued August 15, 1918, to become effective September 15, 1918; and

It further appearing to the Commission that the Chamber of Commerce of Bellingham, Washington, filed a complaint against the rates contained in said supplement above referred to, and that on the 9th day of September, 1918, this Commission entered an order in said cause suspending the operation of said supplement until the 10th day of October, 1918; and,

It further appearing to this Commission that on the 25th day of September, 1918, the complainant, Chamber of Commerce of Bellingham, Washington, filed with this Commission its withdrawal of its complaint against said Tariff No. 6, issued August 15, 1918, and that by such withdrawal, the condition no longer exists for the suspension of said rates;

Wherefore, It Is Ordered, That the Public Service Commission's suspension order dated September 9, 1918, suspending the rates in Local Freight Tariff No. 6 be, and the same is, hereby cancelled and set aside and the rates designated in said Local Freight Tariff No. 6 be, and are permitted to become effective on and after October 1, 1918.

No. 4724.

**Charles W. Johnson et al., Complainants, v. Vashon Navigation Company,
Respondent.**

Complaint against steamboat service; adjusted between parties;
dismissed.

November 20, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that the matters in controversy on this action have been adjusted by stipulation between the parties hereto in open Commission,

It Is Hereby Ordered, That the above entitled case be, and the same is, hereby dismissed.

DISPOSITION OF CASES INVOLVING TELEPHONE COMPANIES.

No. 1741.

The Public Service Commission of Washington ex rel. B. Weiman, Complainant, v. Richmond Beach Telephone & Power Company, Respondent.

Complaint against phone charges; petition to make Pacific Telephone & Telegraph Company party defendant; petition granted.

February 21, 1918, the Commission entered the following

Order.

This matter coming on to be heard upon the petition of B. Weiman to join the Pacific Telegraph & Telephone Company as a party defendant;

And it appearing to the Commission that the matter in controversy cannot be determined without the presence of the Pacific Telephone & Telegraph Company;

Wherefore, It Is Ordered, That the complainant B. Weiman file an amended complaint in this action, joining the Pacific Telephone & Telegraph Company as a party defendant, and that upon receipt of such amended complaint a copy thereof be served upon the Pacific Telephone & Telegraph Company and the Richmond Beach Telephone & Power Company.

No. 4577.

Ahtanum Grange, Yakima, Washington, Complainant, v. Woodhouse Telephone Company, Respondent.

Complaint against service and rates; held increased charge made without filing amended tariffs, that original tariffs were insufficient; ordered that tariffs be filed as specified; that refunds be made of charges in excess and that trunk line service be improved.

Hearing was had at Yakima, January 21, 1918. March 14, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the Woodhouse Telephone Company is a privately owned property belonging to Norman Woodhouse and Isabella Woodhouse.

II.

That the Woodhouse Telephone Company owns and operates approximately sixty pole line miles of rural telephone line in Yakima county, extending between Yakima, Wiley City and Tampico, Washington.

III.

That the said company operates one central switchboard at Wiley City, Washington, connected by three trunk lines to the Pacific Telephone & Telegraph Company exchange switchboard in Yakima, Washington, and, in addition, two separate and direct farmer lines to the Pacific Telephone & Telegraph Company farmer line switchboard in Yakima, Washington.

IV.

That the said company now serves one hundred thirty-six (136) pay subscribers and three phones used by the company; that ninety (90) of the above number of subscribers own their phones and forty-six (46) subscriber phones are owned by the company.

V.

That one hundred eleven (111) subscribers are exchanged through the Wiley City switchboard and thirteen (13) and twelve (12) subscribers respectively are on direct farmer lines exchanged through Pacific Telephone & Telegraph Company farmer line switchboard at Yakima, Washington.

VI.

That the said company filed with this commission the following schedule of rates effective June 1, 1914:

Business Service

Single line unlimited service per month.....	\$3.00
Two-party line unlimited service per month.....	2.50
Suburban service party line per month.....	1.50

Residential Service

Single line unlimited service per month.....	\$2.00
Suburban line party line per month.....	1.50

Farmer Line

Farmer line service where company furnishes instrument per month	\$2.00
Farmer line service where subscriber furnishes instru- ment per month.....	1.50

Moving Charge

- 1 Moving from one location to another in same room—Actual cost.
 - 2 Moving from one room to another in same building—Actual cost.
 - 3 Moving from one address to another—None.
- Deposit required—None.
Discount for prompt payment of bills—None.
Hours of service—Twenty-four.

VII.

That on October 1, 1917, said company without filing any supplemental schedule of rates with the Commission, raised all \$1.50 per month rates to \$2.00 per month.

VIII.

That said company furnishes exchange service for one hundred eleven (111) subscribers from 5:00 a. m. until 9:00 p. m. and alarm emergency service from 9:00 p. m. until 5:00 a. m. except on Sunday, when exchange service is furnished from 5:00 a. m. to 6:00 p. m., and alarm emergency service from 6:00 p. m. to 5:00 a. m.

IX.

That the cost to the Woodhouse Telephone Company of property employed in the service of the public is approximately \$7,891.17.

X.

That the present estimated annual revenues of said company are as follows:

4 business subscribers one-party line.....	\$3.00 per month	\$144.00
86 residential subscribers.....	1.50 per month	1,548.00
46 residential subscribers.....	2.00 per month	1,104.00

Total revenue one year present schedule.....\$2,796.00

XI.

That the present estimated annual expenses of said company are as follows:

1 bookkeeper and collector at \$25.00 per month.....	\$300.00
1 lineman at \$75.00 per month.....	900.00
2 operators at \$35.00 per month.....	840.00
1 auto expense at \$20.00 per month.....	240.00
Maintenance, material and supplies account, central office equipment and tools.....	50.00
574 contacts on Pacific Telephone & Telegraph poles at 5c..	28.75
1 farmer line exchange service, 12 subscribers, at \$8.00.....	96.00
1 farmer line exchange service, 13 subscribers, at 8.00.....	104.00
3 trunk lines to Wiley City exchange at \$6.00 per month....	216.00
Industrial insurance	16.00
5.04 per cent depreciation on cost of property.....	398.00
7 per cent interest on cost of property.....	552.00
Taxes	30.00

Total annual expenses.....\$3,770.00

XII.

That said company have an annual deficit of \$974.00 under their present schedule of rates and charges.

XIII.

That the said company does not furnish good, sufficient and adequate service.

XIV.

That the said company are contemplating adding additional subscribers immediately.

XV.

That the said company should add one more trunk line from Wiley City to Yakima which is essential to render good, sufficient and adequate service.

XVI.

That the Commission is aware that under the present system of charging for telephone service by most of the rural telephone companies operating their own switchboard there has gradually been built up a system of free

service to some at the expense of others, while the measured service or toll plan of charging would be more just, and equitable, to all patrons of these various companies. Yet, however, we do not believe that during war is a propitious time to make any drastic changes from the long established customs, and especially so in this case. At a meeting of Ahtanum Grange the members present upon a rising vote expressed themselves unanimously against the payment of any toll charge and in favor of allowing a sufficient raise in the present schedule of rates under the present system of charging for telephone service.

XVII.

That the said company's present schedule of charges are inadequate and insufficient; that a schedule of rates that would secure the following results would be adequate and sufficient to meet the present expenses and the new expenses that would be incurred by reason of an additional trunk line:

4 business subscribers one-party line at \$4.50 per month.....	\$216.00
86 residential subscribers owning their own phones at \$2.25 per month	2,322.00
46 residential subscribers, company owning phones, at \$2.50 per month	1,380.00
Total.....	<u>\$3,918.00</u>

XVIII.

That the said company should publish and file immediately a good and sufficient tariff and promulgate rules to govern their entire operations.

XIX.

That all moneys collected from the subscribers above the schedule of rates now on file with the Public Service Commission should be refunded.

Wherefore, It Is Ordered, That the said Woodhouse Telephone Company publish and file with the Commission, effective April 1, 1918, a good and sufficient schedule of telephone rates not exceeding the following:

Business Service

Single line unlimited service per month.....	\$4.50
Two-party line unlimited service per month.....	4.00
Suburban service party line per month.....	2.50

Farmer line

Farmer line service where company furnishes instrument, per month.....	\$2.50
Farmer line service where subscribers furnishes instrument, per month.....	2.25

And shall promulgate rules governing their operations and shall refund all moneys to their several subscribers above the schedule of rates now on file with this Commission and, furthermore, shall on or before August 1, 1918, have four trunk lines in operation from the Wiley City switchboard to the city of Yakima.

No. 4586.

Spring Creek Farmers Telephone Company, a Voluntary Association of Persons, and the Horse Shoe Bend Telephone Company, a Voluntary Association of Persons, Protestants, v. Oregon-Washington Telephone Company, Respondent.

Complaint against increased rates; order suspending tariff; tariff withdrawn; cause dismissed.

January 14, 1918, the Commission entered the following

Order.

It appearing to the Commission that on the 10th day of December, 1917, the above named respondent, the Oregon-Washington Telephone Company filed with this Commission its tariff designated as supplement No. 2 to Goldendale, Washington, tariff No. 5, W. P. S. C. No. 5, issued December 10, 1917 (which is by reference made a part hereof) to become effective January 15, 1918; that if said tariff supplement No. 2 be permitted to become effective, it will have the effect of increasing telephone rates heretofore charged by said respondent.

A complaint has been made to the Commission by the Spring Creek Farmers Telephone Company and by the Horse Shoe Bend Telephone Company charging that the rates named in said tariff supplement No. 2 are unjust and unreasonable for the services rendered.

Such complaints having been made, and the Commission being unable to complete its investigation prior to the date the proposed tariff would become effective;

It Is Therefore by the Commission Ordered, That the operation of all rates and rules named in said tariff supplement to No. 2 to Oregon-Washington Telephone Company's tariff No. 5, W. P. S. C. No. 5, be and the same are hereby suspended for a period of thirty (30) days from the time the same would otherwise have gone into effect, that is thirty days from January 15, 1918.

February 14, 1918, the following Order was entered:

It appearing to the Commission that the respondent herein filed with this Commission its tariff designated as supplement No. 2, to Goldendale, Washington, tariff No. 5, W. P. S. C. No. 5, issued December 10th, 1917, to become effective January 15th, 1918, which tariff, had the same become effective, would have had the effect of increasing telephone rates heretofore charged by said respondent; and

It further appearing to the Commission that on the 14th day of January, 1918, the Public Service Commission of Washington made and entered an order suspending said supplement No. 2 for a period of thirty days from January 15th, 1918; and

It further appearing to the Commission that on January 30th, 1918, the respondent herein filed with this Commission a petition asking the withdrawal of said supplement No. 2 above mentioned; and now

The Commission being fully advised in the premises finds that with the withdrawal of said supplement No. 2, the matters complained of no longer exist, and does now Order that this cause be and the same hereby is dismissed.

No. 4705.

E. K. Bull, Complainant, v. Cascade Telephone Company, Respondent.

Complaint on refusal to furnish service; defense that complainant was objectionable to other patrons and business would be lost if he was served; complaint agreed to abide by all reasonable rules; service ordered.

September 19, 1918, the following Findings and Order were issued:

Findings of Fact.

I.

That the respondent operates a line of telephone along a portion of Sunset Highway in King County, State of Washington, and other localities in said King County for hire.

II.

That the complainant occupies premises immediately adjoining the said Sunset Highway and the telephone wires controlled by the respondent company pass in front of the premises occupied by the complainant.

III.

That the complainant prior to this hearing made an informal application for telephone service of the respondent company and he was referred to the Skagit Logging and Boom Company, or the manager thereof, who permitted the complainant to connect on to the line running to said logging company's plant.

IV.

That after said connection was made, the respondent directed a disconnection thereof and such disconnection was made; that thereafter the complainant without the knowledge of the respondent, reconnected his phone with said Skagit Logging and Boom Company's line.

V.

It is contended by the respondent in case it permits telephone service to the complainant, that it will lose business by having the complainant and complainant's family on said line.

VI.

On the hearing of this matter the complainant made formal demand for telephone service and signified his willingness to comply with all reasonable rules and regulations of the respondent company.

VII.

That it is feasible and practical to make telephone connection between the premises of the complainant and the line controlled by the respondent at or near the complainant's residence.

Order.

Wherefore, It Is Ordered, That the respondent within twenty (20) days of the service of this order upon it, extend to the complainant proper telephone service with exchange service at North Bend according to the rules and

practices of said company and in conformity with the schedule of rates on file with this Commission.

No. 4711.

The Public Service Commission of Washington, Complainant, v. A. S. Burleson et al., Respondents.

Order of dismissal.

November 25, 1918, the Commission entered the following

Findings and Order.

The Public Service Commission of the State of Washington having instituted the above entitled proceeding against A. S. Burleson, administrator of the telephone and telegraph service of the United States, and the Home Telephone & Telegraph Company of Spokane, Washington, at the instance of said A. S. Burleson, and

Whereas, After a conference with J. C. Koons, Wm. H. Lamar and David J. Lewis, committee on governmental management operation and control of telephone and telegraph systems, under date of October 14, 1918, this Commission received from J. C. Koons, Acting Postmaster General, the following letter:

"Referring to telegram of the Postmaster General of the 27th ultimo in which he requested your Commission to take up the telephone rate case at Spokane, I have to advise you that upon looking further into the matter the department has decided to withdraw this request.

In this connection I will state that a general plan of co-operation with the Public Service Commissions of the several states is being prepared and will be taken up with you at a later date.

Very truly yours,
J. C. KOONS,
Acting Postmaster General.

And the Commission being fully advised in the premises,
Orders, That the above entitled cause be and the same hereby is dismissed.

No. 4747.

The Public Service Commission of Washington, Complainant, v. The Home Telephone Company of Spokane, the Pacific Telephone & Telegraph Company, and A. S. Burleson, Postmaster General, Respondents.

Increased phone rates; proposed tariffs changed at request of Postmaster General to make effective date December 6, 1918; protests of city of Seattle and city of Spokane consolidated and hearing of all protests set for December 26, 1918; order suspending tariffs issued.

November 6, 1918, certain proposed tariffs of respondent companies were filed with the Commission. Protests were subsequently filed by the authorities of the city of Seattle and city of Spokane. Following the interchange of telegrams between the Postmaster General and Commission, it was decided to hold a hearing at Olympia, December 26, 1918, to consider all protests that

may be made, including those above referred to, and the following Order was entered:

Whereas, On November 6th, 1918, the respondent companies, with the approval of the Postmaster General, filed with this Commission certain tariffs numbered W. P. S. C. No. 2, bearing the notation, "Effective November 15, 1918, unless and until otherwise ordered by the Postmaster General of the United States, or otherwise, according to law," and

Whereas, Under date of November 27th, 1918, this Commission received from the Postmaster General the following telegram:

"Replying to your telegram twenty-sixth apparently sent before you received by telegram of same date, please strike out from rate schedule filed on November 6th the date November 15th and substitute December 6th as the effective date? Please proceed to hear complaints in accordance with your regular procedure and dispose of the matter in the regular way. I did not authorize Mr. Geraghty to make any representations to you of this department's position in the controversy. Please consider the company as my representative for purpose of service as well as representing the merits of the case.

A. S. BURLESON,
Postmaster General."

And, Whereas, In compliance with such telegram the Commission has changed such dates to have such tariffs bear the notation, "Effective December 6, 1918," and

Whereas, It is necessary in order to make proper investigation as to the reasonableness of said rates, to suspend the effective date of the operation of such tariffs, and

Whereas, The Commission has fixed the 26th day of December, 1918, at Olympia, Washington, at 1 o'clock p. m. of said day, as the time and place for hearing any and all protests which may be made against such proposed rates;

Now, Therefore It Is Ordered, That said tariffs of the Pacific Telephone & Telegraph Company, W. P. S. C. No. 2, and of the Home Telephone & Telegraph Company of Spokane, W. P. S. C. No. 2, be and the same are hereby suspended for the period of sixty days from the date hereof, provided, however, that in the order which the Commission may make in the premises, should it permit an increase of rates, such increases shall become effective on and after December 6th, 1918.

ORDERS IN CASES AFFECTING GAS COMPANIES.

No. 665.

The City of Spokane, a Municipal Corporation, Complainant, v. Spokane Falls Gas Light Company, a Corporation, and Spokane Gas and Fuel Company, a Corporation, Respondents.

Increased gas rates; Commission finds that war conditions require increases from rates established in former condition order; specific increased rates approved; on rehearing, where minimums were chiefly attacked, Commission finds as result of social study of financial condition of patrons minor percentage of patrons because underpaid in their employment have to pay excessive proportion of their earnings for gas, but to reduce minimums would chiefly benefit large proportion financially well able to pay and cast burden on other consumers; increased rates reapproved, including minimums.

Hearing was had at Spokane, April 10, 1918, and June 6, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That during the years 1888 to 1912, both dates inclusive, the rate per thousand feet of gas, sales increased over previous year and sales decreased over previous year, were as follows:

YEAR	Rate M	Sales Increase Over Previous Year	Sales Decrease Over Previous Year
1888.....	\$2 50	.....	.....
1889.....	2 50	\$4,811 95	.....
1890.....	2 50	5,470 98	.....
1891.....	2 50	4,488 49	.....
1892.....	2 50	.....	\$4,489 55
1893.....	2 50	12,437 14	.....
1894.....	2 50	.....	12,272 15
1895.....	2 50	.....	1,987 70
1896.....	2 50	5,103 01	.....
1897.....	2 50	2,656 92	.....
1898.....	2 50	2,371 74	.....
1899.....	2 50	.....	10,246 47
1900.....	2 50	.....	8,453 36
1901.....	2 50	.....	11,148 19
1902.....	2 50 to July 2 00 after July 2 00 to April	.....	6,758 54
1903.....	1 50 after April	.....	8,355 35
1904.....	1 50	5,084 95	.....
1905.....	1 50	7,807 45	.....
1906.....	1 50	28,256 48	.....
1907.....	1 50	23,225 08	.....
1908.....	1 50	.....	25,539 19
1909.....	1 50	.....	4,175 64
1910.....	1 50	74,410 29	.....
1911.....	1 50	11,053 89	.....
1912.....	1 50	.....	13,899 32

II.

From 1888 to September 30, 1912, both dates inclusive, the income and surplus under the rates mentioned in paragraph I hereof were as follows:

YEAR	Cost of Property	Earnings	Expenses and Taxes	Net Earnings	Per Cent Earned Net	Less Two Per Cent Depreciation
1888.....	\$118,988 28	\$14,142 88	\$10,195 87	\$3,947 01	3.3	1.3
1889.....	129,553 27	18,812 87	12,481 08	6,331 84	4.9	2.9
1890.....	148,519 18	24,338 11	19,156 62	5,181 49	3.5	1.5
1891.....	172,614 02	29,658 57	24,306 06	5,352 51	3.1	1.1
1892.....	190,212 93	24,653 24	15,974 51	8,678 73	4.6	2.6
1893.....	194,022 91	37,812 38	25,561 61	12,250 77	6.3	4.3
1894.....	197,832 90	25,755 58	19,987 39	5,768 19	2.9	0.9
1895.....	200,172 65	25,299 69	15,731 46	9,568 23	4.8	2.8
1896.....	201,577 53	28,910 89	15,548 86	13,362 03	6.6	4.6
1897.....	207,847 60	34,250 16	18,428 06	15,822 10	7.6	5.6
1898.....	220,139 42	45,455 84	24,562 02	20,893 83	9.5	7.5
1899.....	239,398 68	47,408 34	32,784 90	14,623 44	6.1	4.1
1900.....	268,828 66	54,124 17	37,079 69	17,044 48	6.3	4.3
1901.....	287,363 84	57,148 94	34,578 02	22,570 62	7.9	5.9
1902.....	294,354 11	67,807 90	38,081 00	29,726 90	10.1	8.1
1903.....	310,737 40	70,611 26	52,110 80	18,500 46	6.0	4.0
1904.....	330,017 41	83,019 16	54,366 25	28,652 91	8.7	6.7
1905.....	398,804 06	110,098 73	69,713 84	40,384 89	10.1	8.1
1906.....	513,366 53	146,267 40	110,885 37	35,382 12	6.9	4.9
1907.....	622,485 55	184,187 83	149,015 52	35,172 31	5.5	3.5
1908.....	723,429 26	187,845 65	158,253 30	29,592 35	4.1	2.1
1909.....	796,115 76	203,568 17	188,202 19	20,275 98	2.5	0.5
1910.....	882,025 25	283,996 63	202,947 82	81,049 31	9.2	7.2
1911.....	966,701 83	299,026 31	207,197 40	89,828 91	9.3	7.3
1912*.....	1,006,859 07	205,709 76	176,679 30	29,030 46	4.4	2.4

*Nine months.

III.

That on the 15th day of May, 1913, the Public Service Commission entered an order in the above entitled case, the findings of which, among other things, assert: The rate base to be \$1,100,000.00. Since April, 1903, the rate charged for gas by the defendants in the city of Spokane has been a flat rate of \$1.75 gross and \$1.50 per thousand cubic feet, irrespective of quantities consumed; that a sliding scale of rates should be put in for an experimental period of at least one year, and the following scale was fixed:

Not to exceed \$1.40 per thousand for the first 2000 cubic feet used per month.

Not to exceed \$1.30 per thousand for the next 3000 cubic feet used per month.

Not to exceed \$1.20 per thousand for the next 5000 cubic feet used per month.

Not to exceed \$1.10 per thousand for the next 5000 cubic feet used per month.

Not to exceed \$1.00 per thousand for all over 15,000 cubic feet used per month.

The above rates are net rates. The gross rates should not exceed the net rates or more than 10 cents per thousand.

With minimum charges as follows:

3 to 10 light meters.....	\$0.50 per month
20 light meters .....	.65 per month
30 light meters .....	.85 per month
45 light meters	1.10 per month
60 light meters	1.40 per month
100 light meters and over.....	2.00 per month

The user is entitled to an amount of gas equivalent to the minimum charge if such quantity of gas is consumed within the month for which the minimum charge is levied.

Under the foregoing schedule, the consumption of gas in the city of Spokane in 1912 being 193,110,000 cubic feet, the Commission prognosticated as follows:

114,370,000 at \$1.40.....	\$160,118.00
36,041,000 at 1.30.....	46,854.00
17,860,000 at 1.20.....	21,433.00
8,208,000 at 1.10.....	9,029.00
16,631,000 at 1.00.....	16,631.00
Minimum bills	4,365.00
Forfeited discounts	2,114.00
<hr/>	
Total.....	\$260,544.00

The above revenue is assured, assuming that the annual consumption of gas does not fall below that of the year 1912. If the consumption of gas equals the average for the years 1911 and 1912 (200,400,000 cubic feet) the total revenue will be at least \$7,500.00 greater.

From a consideration of the testimony of the experts, the Commission is of the opinion that the consumption under the schedule of rates hereinbefore set forth will be materially increased over the consumption of the year 1912, and also over the average consumption for 1911 and 1912. What the increase will be cannot be determined in the absence of an actual test. The Commission is convinced, however, that the increase will be substantial, with a resulting increase in revenues and in the rate of return upon the value of the property. The present capacity of the plant is ample to take care of a consumption at least 50 per cent larger than the present consumption without any additional investment for machinery or equipment.

As a final finding, the Commission asserted:

"In estimating the amount of revenue the company should be assured during a test period the Commission figured dividends at 5 per cent on the value of the plant. The Commission does not wish to be understood as now fixing this percentage as the maximum rate of return to which the company shall be entitled when its business has readjusted itself under the operation of a revised schedule of rates. Our idea is that the company should be assured at least that profit during the test period. The rate of return to be allowed as a basis for fixing permanent rates can be determined only after it is seen what effect the revised rates will have on the company's business. In the meantime, an assured return of 5 per cent with a reasonable probability of more, will save the property from confiscation."

IV.

September 10, 1913, the following stipulation was entered into:

"It is stipulated by and between the parties to this cause that the second paragraph of the order made and entered herein on May 15, 1913, fixing the rates which may be charged by the defendants for gas, may be amended nunc pro tunc so that it shall read as follows:

"That said defendant companies be and they are hereby further directed, required, and ordered to continue in force the above named rates, discounts and minimums from July 1st, 1913, to January 1st, 1914; that at any time after said last named date either party to this cause may petition this Commission for a change, modification, or alteration in any respect of said rates, discounts, and minimums, or any part thereof; that upon the filing of such petition this Commission will promptly fix a date for the hearing thereof, and upon such hearing the Commission will con-

sider all the evidence introduced upon the original hearing and such additional competent, material, and relevant evidence as either party may desire to offer, including evidence as to the practical workings of the order between said July 1st and January 1st, and as to any other matters occurring subsequent to the original hearing which may tend to throw light upon the question of whether the rates fixed herein are reasonable or unreasonable, and as to whether the findings upon which this order is based are proper or improper. At the conclusion of such hearing, the Commission will either make new findings, amend the previous findings, or adopt such findings as their final findings in the cause according as all the evidence submitted to the Commission may seem to warrant, and shall thereupon on such new amended or adopted findings make such final order as to rates, discounts and minimums herein as the evidence and the findings made thereon shall to the Commission seem warranted, and any findings then made or adopted, and any order thereon shall be deemed the final findings and order of the Commission in this matter and subject to review upon the application of either party hereto in the manner provided by the Public Service Commission Act for the reviewing of final orders made by the Commission.'

"The Commission is requested to make this stipulation effective by proper order entered herein, modifying the order aforesaid.

"Dated September 10, 1913.

"WILLIAM E. RICHARDSON,
"Attorney for Complainant.

"GRAVES, KIZER & EVANS,
"Attorneys for Defendants."

V.

September 26, 1913, the foregoing stipulation was approved by the *nunc pro tunc* order of the Commission, the order embodying the language of the stipulation.

VI.

February 19, 1918, the defendants, by their attorneys, petitioned for rehearing and modification of the Commission's order of date May 15, 1913.

VII.

On the 21st day of March, 1918, the Commission granted the prayer of the defendants for rehearing and fixed the 10th day of April, 1918, at the Chamber of Commerce in the city of Spokane at the hour of 10 o'clock a. m. of said date as the time and place for said rehearing.

Since the entry of the order of May 15, 1913, the following appears:

VIII.
Plant Statement.

	Valuation Sept. 30, 1912	Three Months 1912	1913	1914	1915	1916	1917	Totals
Valuation by Commission.....	\$1,100,000 00	.....	.....	.....	.....	.....	.....	\$1,100,000 00
Gas Works.....	.....	\$861 64	\$6,521 98	\$1,892 92	\$779 55	\$1,057 83	\$509 63	11,623 50
Mains .....	.....	4,472 50	18,406 98	1,729 42	825 90	2,833 31	833 26	24,101 32
Services .....	.....	768 57	2,082 33	272 27*	202 58*	232 19	80 08	2,888 32
Meters .....	.....	16 50*	672 68	110 70	66 18*	246 88*	366 55	820 37
Horses and Wagons.....	.....	775 00	339 20	560 00*	224 43*	511 14	484 00	1,824 91
Furniture and Fixtures.....	.....	209 75	253 50	186 50	10 05	171 00*	179 00	867 80
Governors .....	.....	152 65	1,106 08	354 05	197 84	292 28	402 95	2,505 85
Miscellaneous, Pulmotor, etc.....	.....	.....	449 63	.....	.....	.....	.....	449 09
Adjustments .....	.....	.....	75 00*	220 09	.....	.....	.....	145 09
Totals	\$1,100,000 00	\$7,223 61	\$24,757 28	\$3,661 41	\$1,320 15	\$4,508 87	\$2,855 47	\$1,144,326 79
Cumulative Totals.....	\$1,100,000 00	\$1,107,223 61	\$1,131,980 89	\$1,135,642 30	\$1,136,962 45	\$1,141,471 32	\$1,144,326 79	.....

*Indicates red figures.

IX.
Income Statement.

	1913	1914	1915	1916	1917
OPERATING INCOME—					
Total operating revenue.....	\$236,448 89	\$276,943 96	\$270,682 66	\$274,282 88	\$291,812 92
Total operating expenses.....	239,798 68	197,967 04	174,743 61	176,953 14	192,398 69
Operating income.....	\$46,650 21	\$78,976 92	\$95,939 05	\$97,329 74	\$99,414 23
Suspended operation, new business, etc.....	5,026 50	20,344 75	30,000 00	30,000 00	30,000 00
Operating income, including suspended operations.....	\$41,623 71	\$58,632 17	\$65,939 05	\$67,329 74	\$69,414 23
NON-OPERATING INCOME—					
Profit on merchandise sales and jobbing.....	7,094 18*	117 93*	4,860 81	1,083 25	2,102 46
Gross income.....	\$34,529 53	\$58,514 24	\$70,799 86	\$68,412 99	\$71,516 69
DEDUCTIONS—					
Profit on merchandise sales and jobbing.....	\$7,094 18*	\$117 93*	\$4,860 81	\$1,083 25	\$2,102 46
Interest on consumers' deposits.....	940 02	1,288 15	1,325 17	1,163 41	720 00
Taxes.....	21,877 95	25,002 89	20,836 23	20,082 73	22,960 54
Depreciation, 3.5 per cent.....	39,186 08	39,683 41	39,770 58	39,872 59	40,001 47
Total deductions.....	\$54,409 87	\$65,801 52	\$66,842 79	\$62,201 98	\$65,784 47
Amount earned.....	\$19,890 34*	\$7,287 28*	\$3,957 07	\$6,211 01	\$5,732 22
Average plant value.....	\$1,119,602 25	\$1,133,811 59	1,136,302 37	1,139,216 89	1,142,899 05
Per cent. earned.....	1 77*	69*	.82	.54	.50

* Indicates red figures.

X.

Revenue Per Thousand Cubic Feet of Gas Sold.

	1913	1914	1915	1916	1917
OPERATING REVENUE—					
Revenue from gas sales.....	\$1.2412	\$1.2739	\$1.2766	\$1.2638	\$1.2536
Minimum bills.....	.0155	.0157	.0155	.0137	.0129
Forfeited discounts.....	.0163	.0135	.0133	.0121	.0122
Miscellaneous revenue (freight on coal adjustments).....			.0079	.0054	
Total.....	\$1.2735	\$1.3031	\$1.3133	\$1.2950	\$1.2737
Adjustments and bad debts.....	.0152	.0167	.0173	.0250	.0253
Net operating revenue.....	\$1.3583	\$1.2364	\$1.3260	\$1.2700	\$1.2529
NON-OPERATING REVENUE—					
Profit on merchandise sales and jobbing.....	0.0836*	0.0005*	0.0233	0.0050	0.0090
Gross revenue.....	\$1.3247	\$1.2359	\$1.3193	\$1.2750	\$1.2619

* Indicates red figures.

XI.

Operating Expenses in Cents Per Thousand Cubic Feet Gas Made.

	1913	1914	1915	1916	1917
Bench repairs .....	.0055	.0074	\$0.4500	\$0.4533	\$0.5068
Gas works repairs .....	.0021	.0006	.0063	.0767	.0856
Gas works expense .....	.0029	.0030	.0030	.0031	.0032
Repairs to apparatus .....	.0485	.0449	.0497	.0526	.0805
Maintenance holders at works .....	.0096	.0832	.0561	.0487	.0576
Miscellaneous labor .....	.0114	.0071	.0071	.0069	.0100
	.0160	.0068	.0109	.0107	.0122
	.0021	.0016	.0011	.0014	.0010
	.0007	.0017	.0008	.0001	.0005
	.0131	.0384	.0239	.0207	.0168
	.0007	.0000	.0000	.....	.0008
	.0019	.0013	.0014	.0018	.0043
	.0045	.0101	.0124	.0101	.0123
	.0133	.0073	.0067	.0025	.0022
	.0053	.0074	.0025	.0097	.0066
Gross cost of bench gas	\$0.7761	\$0.7705	\$0.7082	\$0.6973	\$0.7843
Residuals—					
Coke	\$0.0261	\$0.2149	\$0.2531	\$0.2334	\$0.3339
Tar .....	.0008	.0008	.0001	.0341	.0878
Ammonia .....	.0050	.0186	.0226	.0185	.0227
Carbon .....	.0008	.0015	.....	.0007	.0007
Total residuals	\$0.2461	\$0.2355	\$0.3058	\$0.2427	\$0.3840
Total cost of gas in holders	\$0.5300	\$0.5350	\$0.4024	\$0.3546	\$0.3997
PRODUCTION—WATER GAS—					
Enricher (oil)	\$0.2836	\$0.1762	\$0.1719	\$0.1745	\$0.2311
Generator fuel .....	.1078	.0773	.0786	.1020	.1200
Boiler fuel (steam) .....	.0731	.0868	.0925	.1023	.1168
Manufacturing labor .....	.0879	.0312	.0400	.0350	.0367
Manufacturing supplies .....	.0055	.0072	.0052	.0004	.0110
Superintendence .....	.0144	.0100	.0104	.0105	.0123
Purification labor .....	.....	.0009	.0013	.0014	.0010
Purification material .....	.....	.0016	.0004	.0000	.0000

Operating Expenses—Continued.

	1913	1914	1915	1916	1917
PRODUCTION—WATER GAS—(Concluded)—					
Maintenance works apparatus.....	.0888	.0198	.0889	.0251	.0400
Maintenance buildings, fixtures and grounds.....	.0088	.0009	.....	.....	.0009
Maintenance holders at works.....	.0067	.0069	.0062	.0020	.0021
Miscellaneous labor.....	.....	.0070	.0107	.0092	.0099
Total cost of water gas.....	\$0.6554	\$0.4055	\$0.4599	\$0.4689	\$0.6180
Residuals—Tar.....	.....	.0010	.....	.....	.....
Cost in holder.....	\$0.6554	\$0.4045	\$0.4509	\$0.4689	\$0.6180
MIXED GAS—					
Total cost of mixed gas.....	\$0.5321	\$0.4865	\$0.4166	\$0.3803	\$0.4188
Gas used by company.....	.0057*	.0049*	.0050*	.0045*	.0053*
Gas in storage.....	.0001*	.0001	.0002	.0001	.....
Net cost of mixed gas in holder.....	\$0.5263	\$0.4617	\$0.4118	\$0.3759	\$0.4135

Operating Expenses in Cents Per Thousand Cubic Feet Sold.

	1913	1914	1915	1916	1917
DISTRIBUTION EXPENSE—					
Superintendence.....	\$0.0287	\$0.0189	\$0.0094	\$0.0037	\$0.0078
District station equipment.....	.0185	.0169	.0198	.0184	.0138
Meters and regulators.....	.0291	.0235	.0215	.0216	.0189
Maintenance mains.....	.0104	.0070	.0060	.0145	.0144
Maintenance services.....	.0072	.0020	.0045	.0080	.0039
Maintenance meters.....	.0291	.0127	.0130	.0151	.0086
Total distribution expense.....	\$0.1130	\$0.0760	\$0.0742	\$0.0673	\$0.0661

Expenses—Continued.

	1913	1914	1915	1916	1917
UTILIZATION EXPENSE—					
Consumers' installations (gratuitous).....	\$0.0397	\$0.0298	\$0.0267	\$0.0268	\$0.0243
COMMERCIAL EXPENSE—					
Reading meters.....	\$0.0115	\$0.0108	\$0.0110	\$0.0115	\$0.0124
Collection—Clerical salaries.....	.0413	.0331	.0304	.0299	.0274
Collection—Office expense.....	.0085	.0081	.0081	.0076	.0078
Collection—Office rent.....	.0083	.0080	.0085	.0084	.0080
Delivering bills.....	.0045	.0040	.0043	.0040	.0043
Outside collections.....	.0154	.0116	.0142	.0173	.0160
New business salaries and expenses.....	.0488	.0370	.0279	.0407	.0349
Advertising.....	.0325	.0089	.0099	.0090	.0186
Piping and appliances.....	.0428	.0230	.0123	.0169	.0290
Office supplies and expense.....	.0009	.0269	.0414	.0215	.0228
Total commercial expense.....	\$0.2155	\$0.1694	\$0.1685	\$0.1668	\$0.1812
GENERAL EXPENSE—					
Salaries general officers.....	\$0.0516	\$0.0371	\$0.0315	\$0.0341	\$0.0208
Salaries clerks.....	.0123	.0086	.0103	.0075	.0094
General office expense.....	.0058	.0055	.0051	.0064	.0056
Miscellaneous general expense.....	.0515	.0233	.0233	.0147	.0155
Law expense, general.....	.0142	.0160	.0102	.0074	.0080
Injuries and damages.....	.0053	.0026	.0007	.0007	.0005
Insurance.....	.0254	.0077	.0064	.0052	.0047
General office rent.....	.0025	.0025	.0027	.0027	.0028
Appraisal of 1912.....	.....	.0157	.0161	.0156	.0145
Taxes incurred prior to organization.....	.....	.0077	.0090	.0077	.0071
Total general expense.....	\$0.1686	\$0.1267	\$0.1143	\$0.1020	\$0.0867
Total operating expenses.....	\$1.1371	\$0.9194	\$0.8366	\$0.8193	\$0.8260
Taxes.....	.1014	.1162	.0099	.0330	.0066
Total operating expenses and taxes.....	\$1.2385	\$1.0356	\$0.8465	\$0.9123	\$0.9246
Suspended operation, new business, etc.....	.0233	.0045	.1430	.1389	.1288
Total expenses.....	\$1.2618	\$1.1301	\$1.0893	\$1.0512	\$1.0534

XII.

Statement Showing Percentage Increase.

	1913	1914	1915	1916	1917
Total revenue.....	\$236,448 89	\$276,843 96	\$270,632 66	\$274,232 88	\$291,812 92
Per cent. increase.....	.....	-3.35	-2.22	1.33	6.39
Operating expense.....	\$239,798 68	\$197,867 04	\$174,743 61	\$176,953 14	\$192,898 09
Per cent. increase.....	.....	-17.48	-11.68	1.26	8.73
Taxes.....	21,377 85	25,002 89	20,886 23	20,032 73	22,960 54
Per cent. increase.....	.....	16.95	-16.46	-3.85	14.33
Total.....	\$267,176 63	\$222,869 93	\$195,639 84	\$197,035 87	\$215,859 23
Per cent. increase.....	.....	-14.66	-7.73	.71	9.30
Depreciation.....	39,186 08	39,683 41	39,770 58	39,872 59	40,001 47
Per cent. increase.....	.....	.....	.....	.....	.....
Total.....	\$301,362 71	\$262,553 34	235,400 42	236,908 46	255,860 70
Per cent. increase.....	.....	-12.57	-10.34	.64	7.79
†Net income.....	14,913 82*	14,290 62	35,232 24	37,374 42	36,452 22
Plant.....	\$1,181,980 59	\$1,135,642 30	\$1,136,962 45	\$1,141,471 32	\$1,144,326 79
Per cent. increase.....	.....	.32	.12	.39	.25
Plant sendout (M. cubic feet).....	240,473	241,229	239,493	250,818	262,357
Per cent. increase.....	.....	.31	-4.86	9.29	4.60

* Indicates red figures.

† Exclusive of suspended operation and interest on consumers' deposits.

XIII.

Comparison of 1916 and January, 1918, Costs Applied to 1916 Operations.

Unit	Quantity	1916		(Jan. 1918) Present		Increase
		Price	Amount	Price	Amount	
ons.....	19,800	\$4.40	\$87,120 00	\$5.55	\$109,800 00	\$22,770 00
allons.....	218,289	.0451	9,843 98	.0690	14,842 29	4,998 30
ons.....	3,420	4.36	14,911 20	6.00	20,520 00	5,608 80
ons.....	1,077	4.36	4,685 72	6.00	6,462 00	1,776 28
ons.....	3,211	4.36	13,999 96	6.00	19,266 00	5,266 04
.....	.....	.....	\$130,570 81	.....	\$170,980 29	\$40,409 48
ons.....	12,557	\$4.36	\$53,958 52	\$6.00	\$77,142 00	\$23,183 48
allons.....	201,285	.0385	7,044 27	.0685	7,044 27	.....
ounds.....	84,243	.0461	3,883 83	.0461	3,883 83	.....
Total residuals.....	.....	.....	\$66,964 62	.....	\$88,070 10	\$21,105 48
Net total.....	.....	.....	\$53,586 19	.....	\$82,910 19	\$29,324 00
Operating labor (from pay roll).....	.....	.....	38,532 04	.....	43,265 26	4,733 22
Accounting labor (from pay roll).....	.....	.....	35,809 82	.....	38,485 54	2,675 72
Taxes.....	.....	.....	20,062 73	.....	25,889 38	5,826 65
Total.....	.....	.....	\$158,030 78	.....	\$190,569 44	\$32,538 66

XIV.

June 12, 1914, the company opened accounts called unclassified expenses and transferred thereto the amount of \$137,202.14; the items thereof and the amounts charged off by years being as follows:

JANUARY	Total	1912	1913	1914	Total	Balance
General expense.....	\$11,366 01	\$3,341 47	\$3,976 00	\$1,760 88	\$9,078 35	\$2,288 26
Expense not reported.....	12,100 54	3,630 00	3,983 64	1,650 00	9,263 64	2,836 90
New office expense.....	1,691 48	165 00	217 95	92 25	475 20	1,216 28
Special holder repairs.....	5,992 25	165 00	771 07	401 50	1,337 57	4,654 68
New store expense.....	1,011 54	220 00	240 00	100 00	560 00	451 54
Dallzell damage case.....	11,000 00	985 00	1,020 00	425 00	2,380 00	8,620 00
Franchise tax judgment.....	16,411 55	.....	733 80	1,194 75	1,923 55	14,483 00
Electrifying works.....	8,029 80	.....	65 00	480 00	545 00	7,483 80
New business expense.....	96,968 25	.....	183 12	.....	183 12	96,835 13
Stationery and printing.....	8,618 48	2,300 00	2,400 00	1,000 00	5,600 00	3,018 48
	\$173,189 50	\$10,656 47	\$13,540 58	\$7,104 88	\$31,301 43	\$141,888 07
Franchise tax charge to plant.....						6,623 29
Ledger balance June 12, 1914.....						\$135,264 78
Deducted from tax judgment account and charged to taxes 1913.....						1,937 36
Book balance.....						\$137,202 14

Opinion.

It is apparent that the gas plant in Spokane was making better returns under the flat rate of \$1.50 per thousand feet, irrespective of the amount consumed by any one patron, than what it has been able to make under the rates established by the Commission's order of May 15, 1913; and, it is clear that the increases, owing to war conditions, in operating expenses are such that the gas plant must lose money unless a new schedule of rates is established, which may result in furnishing a larger income.

We have undertaken to forecast the results under the schedule of rates which we shall herein determine to be reasonable. We are not concerned with what may happen to the gas plant or its owners in Spokane in case it is unable to survive any reasonable competition on the part of the Washington Water Power Company or those furnishing other forms of energy. The only question for us to consider is whether or not the gas plant, as a gas plant, is entitled to subsist. In other words, are the conditions and prospects in Spokane such as to justify the use of gas? If gas is an economic necessity in Spokane, then a gas plant suitable to the needs of that community must be maintained by the patrons of it, provided the plant is efficiently managed.

We take it for granted that there is a unanimity of sentiment in Spokane that gas there is a necessity and in the testimony adduced upon this hearing, as well as prior hearings, we find no substantial criticism of the character of the gas plant in that city.

It is clear that, owing to the presence of rock in portions of the city, that the cost of laying pipe therein has been great. It is also an undisputed fact that the cost of oil and gas coal is unusually high in the city of Spokane, and this on account of the distance the city is from the source of supply of these two essentials in the manufacture of gas. The residuals from the manufacture of gas in the city of Spokane do not meet with ready sale owing to the fact that Spokane, on the whole, is not what might be called a manufacturing city.

It has been said that the systems of mains is not so extensive as it should be. We doubt the validity of this criticism, for we find that the number of meters per mile of main in Spokane is very low in comparison with other cities having a great many more miles of main than has the city of Spokane, while the consumption of gas per meter is much lower in Spokane than the other cities of corresponding size. In other words, Spokane uses very little gas, comparatively speaking, in a big or wholesale way—it is not used extensively in the mechanical arts.

Criticism has been made of some of the operating expenses of the gas company. We must confess that the item "General Expense" amounting to \$11,366.01 is nebulous, and the like may be said of "Expenses Not Reported." The other expenses such as "New Office Expense," "Special Holder Repairs," "New Stores," "Dalzell Damage," "Franchise Tax Judgment," "Electrifying Works," "New Business" and "Stationery and Printing" are clear. We can conceive of nothing wrong in spreading a general remodeling of an office over a term of years nor is there anything wrong, in our opinion, where something unusual happens to a gas holder entailing a large expense in its reconstruction, to apportion that expense to future years. As to the Dalzell damage judgment of \$11,000.00, we cannot appreciate the claim that this should be

a loss to be suffered by the company, owing to the fact that it was not provided for by the rates during the years when Mr. Dalzell suffered the injury which resulted in the judgment against the company. It strikes us that to pursue such a theory is to permit equities to be controlled by an arbitrary division of time. In the Dalzell case, as well as in franchise tax case, it was the right of the company to contest those matters. While the company was directly interested in the defeat of those claims, the patrons of the company were at least indirectly interested in their defeat, and we discover nothing in the evidence to indicate that the company acted in other than a reasonable manner. The electrifying of the coke ovens was a betterment in which a proper allowance was made between the old system and the new.

The company may have acted unwisely in expending so large a sum as it did in trying to expand its business. Advertising may be a modern-day disease; and, if it be such, we know it is very prevalent, reaching into the professions. Even governments indulge in it for the expansion of foreign trade. We concede there is nothing wrong in spreading a printing and stationery bill over the period of years, and we do not question but what an appraisal expense is a legitimate charge to be properly allocated in book-keeping. If the gas company were spreading the foregoing items over a period of years and at the same time were receiving a fair rate of return upon its investment, the criticism of some of these items might be justified, but if the company is not getting returns at all commensurate with its risks and returns less than the going rate of interest, we see little or no merit in the contention against these items.

We believe that, owing to changed conditions—the result of the war—and that the defendants may receive at least a low income upon their investments and that the rates remain fair in themselves, the following schedule of rates should be established:

0—100 cubic feet.....	\$0.85
200 cubic feet.....	.95
300 cubic feet.....	1.05
400 cubic feet.....	1.15
500 cubic feet.....	1.25
600 cubic feet.....	1.35
700 cubic feet.....	1.45
800 cubic feet.....	1.55
900 cubic feet.....	1.65
1,000 cubic feet.....	1.70
Next 1,000 cubic feet.....	1.55
Next 3,000 cubic feet.....	1.45
Next 5,000 cubic feet.....	1.35
Next 5,000 cubic feet.....	1.30
Next 20,000 cubic feet.....	1.20
Next 15,000 cubic feet.....	1.00
Over 50,000 cubic feet.....	.80

Under the foregoing rates, if the company sells as much gas as it has under the present rates and cost of labor and material remain as at present, the company should earn 3 per cent upon the value of its property as found by the Commission.

Order.

Wherefore, It Is Ordered, That the defendant companies in lieu of the rates and minimums establish by the order of this Commission under date of May 15, 1913, may establish the following rates, namely:

0—100 cubic feet.....	\$0.85
200 cubic feet.....	.95
300 cubic feet.....	1.05
400 cubic feet.....	1.15
500 cubic feet.....	1.25
600 cubic feet.....	1.35
700 cubic feet.....	1.45
800 cubic feet.....	1.55
900 cubic feet.....	1.65
1,000 cubic feet.....	1.70
Next 1,000 cubic feet.....	1.55
Next 3,000 cubic feet.....	1.45
Next 5,000 cubic feet.....	1.35
Next 5,000 cubic feet.....	1.30
Next 20,000 cubic feet.....	1.20
Next 15,000 cubic feet.....	1.00
Over 50,000 cubic feet.....	.80

Rehearing Granted.

March 21, 1918, the Commission entered the following

Order.

This matter coming on regularly for hearing before the Commission upon the petition for rehearing in the above entitled matter, and it appearing to the Commission that a stipulation was, in this matter on the 10th day of September, 1913, entered into between the petitioning companies and the city of Spokane, to the effect that from and after January 1st, 1914, either party might petition this Commission for a change, modification or alteration in any respect of the rates, discounts or minimums, or any part thereof, of the schedule then under consideration, and the Commission being further fully advised in the premises,

It Is Ordered, That said petition for rehearing be and the same is hereby granted, upon the condition that the burden of proof shall remain with the petitioning companies,

It Is Further Ordered, That said cause be and the same is hereby set for hearing at the Chamber of Commerce in the city of Spokane on the 10th day April, 1918, at the hour of 10 o'clock a. m. of said day.

Order Following Rehearing.

Rehearing was had and November 27, 1918, the Commission entered the following

Opinion and Order.

Under date of June 12th, 1918, in the above entitled matter, the city of Spokane filed its petition for rehearing, assigning many errors in our order of date June 6th, 1918. We are first criticised for not following what is denominated in the petition, "The rule laid down by other Commissions, that the burden of war conditions must be borne in part by the public service corporations and in part by the people of the community in which such corpora-

tions operate." We recognize that rule but deny its applicability to the facts under consideration. If the Spokane Falls Gas Light Company were earning a fair return upon the value of the property used and useful in the furnishing of gas to the people of Spokane a slight reduction in their revenues would not necessarily demoralize the company and destroy its credit. If we are able to appreciate the testimony as a whole, we are of the opinion that the income of the utility was such as to impair its credit and endanger the existence of the corporation. In other words, in our opinion this utility belongs to that class of utilities which we believe that the President of the United States, his Comptroller of the Currency and Director General of Railroads, and financiers in general had in mind when they appealed to the public and the public service commissions in particular not to embarrass them by stringent orders.

Secondly, as to items: To the best of our ability we have already treated of the many items distributed over a term of years. If we are wrong in that the wrong is a matter of law, but we are far from convinced that we have made any error in that regard. The principal error, if we appreciate the situation, is set forth in the city's petition, as follows:

"Finally, the proposed new schedule is wrong in principle. It places an unjust burden upon the small consumer. There is concealed in the schedule a readiness-to-serve charge of 75 cents per consumer. A person using 500 cubic feet of gas—and there are hundreds of such in the city—pays \$2.50 per thousand feet for the gas consumed. Thousands using the largest amounts pay as low as 82 or 83 cents per thousand feet. There is by this schedule a direct tax of from \$3.00 to \$6.00 per year laid upon the small consumer in the shape of a readiness-to-serve charge, for which he receives no benefit. It may be that from the necessities of the case, those persons of moderate means who live in small flats or rooms and in a modest way do their own cooking will pay this increase and will pay this charge for that which they do not receive. But the gross and the cruel injustice of the proposed scale to the person in ordinary circumstances of life, to the laborer, the mechanic, the artisan—seems to us to be so plain that we feel that we would be derelict in our duty did we not call the attention of the Commission to it."

This Commission would be derelict in its duty were it not solicitous of justice for all, as the very object of its creation was, that burdens should be fairly distributed and borne. Our viewpoint, however, may be different from the viewpoint of the representative of the city of Spokane. We believe the laborer, the clerk, the artisans following the manual arts, and in particular the girl who works in the store, in the telephone office or elsewhere, should be sufficiently remunerated for their services to enable them to make use of a common necessity such as gas. If there are any in Spokane that are being so underpaid that they cannot make use of such a common commodity, the fault does not lie with this Commission, but there is another commission in this state whose functions should be exercised, and we question not their willingness to promptly act.

It is an easy matter to assume that a given class are discriminated against and there are always those who are willing to believe that their burdens are not fair, but it is neither assertion nor assumption that should control the acts and proceedings of this Commission, but facts, their analysis and probity.

After the city filed its petition for rehearing, that we might be further advised as to the reasonableness of the rates which we permitted the gas company in Spokane to charge, after the hearing, we caused a study to be made

of the income of those in Spokane using a thousand cubic feet or less of gas per month, and from this study we copy into this opinion and order our analysis. The study in Spokane was carried on as follows: From the consumers' ledger were taken the names and addresses of those customers consuming a thousand cubic feet or less of gas per month. To those persons we addressed a communication as follows:

"THE PUBLIC SERVICE COMMISSION OF WASHINGTON

"E. F. Blaine, Chairman.
Arthur A. Lewis.
Frank R. Spinning.

J. H. Brown,
Secretary.

Confidential Information

Olympia, July 15, 1918.

Mr.

Dear Sir: You are a patron of the Spokane Falls Gas Light Company. That the Public Service Commission of the state may be properly advised in a study of gas rates in which it is now engaged in conjunction with the University of Washington, we would be pleased if you would supply the information requested in the blank below for our confidential use and mail same to us in the enclosed stamped envelope.

Yours very truly,

University of Washington.

The Public Service Commission of Washington.
(Confidential Inquiry)

Character of use of gas.....
(Range, water heater, gas plate, etc.)

Occupation
What is your approximate annual income?.....
How many persons in your household?..... Adults..... Children....."

To reach all these patrons it was necessary for us to send out 2,200 letters, and 601 replies were received, from which our statistics were compiled, as follows:

SPOKANE GAS AND FUEL COMPANY.

Analysis of Wages of Consumers and Amount Paid for Gas in Quantities of Less Than 1,000 Cubic Feet From an Industrial Survey Made by the Public Service Commission of the State of Washington of the Patrons of the Above Company Under the Rates in Effect as of June 26, 1918, Being the Present Rates.

	Laborers	Artisans	Clerks	Teachers	Waitress, Seamstresses, Dressmakers	Housewives, Cooks, Etc.	Businessmen and Merchants	Professional Men	Traveling Salesmen
GAS PLATES—									
Average monthly wage.....	\$112 00				\$39 20	\$51 00	\$103 00	\$264 00	\$126 50
Average amount paid for gas monthly..	\$1 26				\$1 73	\$1 18	\$1 87	\$1 26	\$1 23
Per cent. of average wage.....	1.11				4.40	1.46	.81	.48	.90
Per cent. of total number tabulated.....	17.56				3.80	10.00	13.70	8.10	3.80
GAS RANGES—									
Average monthly wage.....	\$72 00				\$48 00	\$78 00	\$138 00	\$188 00	\$173 75
Average amount paid for gas monthly..	\$1 40				\$1 20	\$1 24	\$1 37	\$1 38	\$1 26
Per cent. of average wage.....	1.92				2.08	1.91	.87	.74	.75
Per cent. of total number tabulated.....	15.10				3.20	3.20	20.30	14.40	7.20
RECAPITULATION—									
Average monthly wage.....	\$60 25				\$48 40	\$70 25	\$160 50	\$207 00	\$169 50
Average amount paid for gas monthly..	\$1 34				\$1 52	\$1 31	\$1 37	\$1 37	\$1 33
Per cent. of average wage.....	1.50				3.64	1.73	.85	.66	.79
Per cent. of total number tabulated.....	15.96				3.40	3.90	13.70	12.30	5.90

AVERAGE OF ALL

Average monthly wage.....\$133 50
 Average amount paid for gas monthly.....\$1 34
 Per cent. of average wage.....1.09

Under the term "Artisan" in the foregoing table we have included all those who are engaged in the manual arts, such as machinists, mechanics, carpenters, and skilled labor generally.

It is to be observed from the foregoing table that the waitresses, seamstresses and dressmakers only constitute 3.4 per cent of those furnishing us with data, and the teachers constitute but 2.8 per cent. It may be that the women have been less responsive to the inquiries of the Commission than those in other callings.

The laborers and artisans replying constitute 33 per cent, and the clerks, business men, and merchants and professional men constitute 46 per cent. While the laborers and artisans in any community exceed in number the professional men, business men and merchants, it is probable that a larger per cent of the professional, business men and merchants make use of gas than do laborers and artisans. Thus we deem their relationship as shown in the foregoing table to be fairly illustrative of the actual conditions governing gas consumption within the limit of one thousand cubic feet.

The average wage paid laborers in Spokane appears to be, according to our table, \$89.25 per month. These laborers, as an average, pay for gas—which includes the readiness-to-serve charge in whatever form it may be embodied in the rates—\$1.34. This constitutes only 1.5 per cent of their monthly earnings.

The artisans appear to be earning on an average, \$110.00 per month. They consume on an average, \$1.33 worth of gas. This sum constitutes 1.21 per cent of their monthly earnings.

The business men and merchants of Spokane earn an average of \$160.50 per month. They consume on an average \$1.37 worth of gas. This constitutes .85 of one per cent of their earnings.

The professional men earn \$207.00 per month on an average. They consume \$1.37 worth of gas each, per month, and this is .66 of one per cent of their monthly earnings.

The waitresses, seamstresses and dressmakers appear to be receiving only an average of \$43.00 per month. They pay out on an average \$1.52 for gas. This is 3.54 per cent of their monthly wage.

The serious question arises whether the waitresses, seamstresses and dressmakers as a class are actually receiving the wage to which they are entitled. We are not inclined to believe that the alleged overcharge for gas by the gas company is half as serious in their case as the underpay for their services.

We do not see in what manner we would be justified in changing the charges for gas up to the first thousand feet that these people might receive a lower gas rate, when 46 per cent of the patrons are professional and business men and merchants who would share in the lower rate. We are sure that this would be a rank injustice to the laborers and the artisans who are making a monthly use of gas of more than one thousand feet.

When we compare in the foregoing table the percentage of the wages of the laborers, the artisans, clerks, teachers, professional men, business men, merchants and traveling salesmen paid for gas, and find that in no instance does it exceed 1.5 per cent of the monthly income of these persons, we are led

to believe that the language used by the corporation counsel in his petition for a rehearing, "But the gross and cruel injustice of the proposed scale to the person in ordinary circumstances of life, to the laborer, the mechanic, the artisan, seems to us so plain that we feel that we would be derelict in our duty did we not call the attention of the Commission to it," is but crass.

As in conjunction with the University of Washington we made a like study in the cities of Aberdeen and Hoquiam, with comparative results, we are inserting the table of our calculations in those cities:

NORTH PACIFIC PUBLIC SERVICE COMPANY—ABERDEEN AND HOQUIAM.

Analysis of Wages of Consumers and Amount Paid for Gas in Quantities of Less Than 1,000 Cubic Feet From an Industrial Survey Made by the University and the Public Service Commission of the State of Washington of the Patrons of the Above Company Under Existing Rates.

	Laborers	Artisans	Clerks	Teachers	Waitress, Seamstress, Dressmakers	Housewives, Cooks, Etc.	Businessmen and Merchants	Professional Men	Traveling Salesmen
GAS PLATES—									
Average monthly wage.....	\$105 00	\$158 00	\$123 00	.....	\$84 00	\$43 00	\$187 00	\$250 00	.....
Average amount paid for gas monthly..	\$0 90	\$1 08	\$0 95	.....	\$1 07	\$1 07	\$1 00	\$1 10	.....
Per cent. of average wage.....	.88	.70	.77	.....	1.27	2.50	.53	.44	.....
Per cent. of total number tabulated.....	15.25	29.46	7.14	.....	1.78	1.78	34.82	9.82	.....
GAS RANGES—									
Average monthly wage.....	\$117 00	\$158 70	\$134 60	\$98 00	\$52 00	\$52 50	\$154 60	\$250 00	.....
Average amount paid for gas monthly..	\$1 00	\$1 08	\$1 00	\$1 17	\$0 80	\$1 17	\$1 11	\$1 27	.....
Per cent. of average wage.....	.85	.68	.74	1.19	1.54	2.23	.72	.51	.....
Per cent. of total number tabulated.....	10.19	28.85	13.00	1.00	1.00	1.85	31.48	8.83	.....
RECAPITULATION—									
Average monthly wage.....	\$109 70	\$174 00	\$130 50	\$98 00	\$73 30	\$47 50	\$174 25	\$250 00	.....
Average amount paid for gas monthly..	\$0 93	\$1 20	\$1 00	\$1 17	\$1 00	\$1 12	\$1 05	\$1 15	.....
Per cent. of average wage.....	.85	.70	.77	1.19	1.37	2.40	.85	.46	.....
Per cent. of total number tabulated.....	12.73	28.18	10.00	.45	1.36	1.82	33.18	9.09	.....

AVERAGE OF ALL

Average monthly wage.....\$158 40
Average amount paid for gas monthly..... \$1 04
Per cent. of average wage..... .66

Aberdeen and Hoquiam have been enjoying a period of great prosperity, and the price paid for oil used in the making of water gas in those cities, owing to water connection with California, is much lower than the price paid for the same material in Spokane, which elements undoubtedly are reflected in the table; the point that we call particular attention to is, that the price paid for the first thousand feet of gas is not necessarily burdensome upon the so-called small consumer or person of ordinary means. And this table also shows that the business men and merchants of these cities, who constitute 33 per cent of the users of gas of a thousand cubic feet or less per month, would share in any reduction of the first rate, and the losses occasioned thereby would have to be borne by the larger consumers, some of whom, in the very nature of things would be poor men.

Under date of the 20th instant, we called upon the gas company among other things to furnish us a statement of its total revenues from the month of August to October, inclusive, 1917; total operating expenses from the month of August to October, inclusive, 1917, and the taxes apportioned to these months, and the same information for the same months in 1918. Their answer is as follows:

During the period of August, September and October, 1918, within which period the new rates were in effect, the operating statistics were as follows:

Gross earnings	\$91,809 00
Operating expenses	72,295 00
Net	\$19,514 00
Multiplying by 4 we would have for the year, net...	\$78,056 00
Deducting depreciation	40,001 00
Amount earned	\$38,055 00
Per cent. earned—3.32.	
Plant value—\$1,142,000.00.	

which clearly demonstrates that upon the investment of the company in Spokane it is earning but a small rate of return.

Under all the circumstances we feel that substantial justice has been meted out in our order of June 6, 1918.

Wherefore, The petition for rehearing of the city of Spokane be, and the same is, hereby denied.

No. 4528.

The City of Seattle, Complainant, v. Seattle Lighting Company, Respondent.

Complaint against increased gas rates; order entered directing specified rates.

This cause came on for hearing before Commissioners E. F. Blaine and Frank R. Spinning in the assembly room of the Seattle Chamber of Commerce and Commercial Club, in the city of Seattle, at 9 o'clock a. m., October 15, 1917. Assistant Attorney General H. H. Cleland appeared in behalf of the Commission. There were present Rate Expert O. O. Calderhead, Chief Engineer T. E. Phipps and Engineering Accountant J. S. Simpson and Official Stenographer N. W. Bolster. The respondent was represented by Messrs. Clise and Poe. The city of Seattle was represented by Messrs. Meier and Dougan. Witnesses were sworn and examined.

The city of Seattle not being ready to adduce its proof, further hearing was adjourned to the 26th day of October, 1917, at the hour of 9 o'clock.

On October 22, 1917, a provisional order was entered fixing the 2nd day of January, 1918, at 9 o'clock in the assembly room of the Chamber of Commerce, Seattle, Washington, as the time and place when the city might produce testimony; and, pending said hearing, tariff No. 2 of the respondent company was provisionally permitted to become effective October 31, 1917, pending the hearing and further order of the Commission.

At the request of the complainant, the city of Seattle, said cause was further continued to the 9th day of January, 1918, for further hearing, and said cause was brought on for hearing on the 9th day of January, 1918, in the assembly room of the Seattle Chamber of Commerce and Commercial Club, Seattle, Washington, before Commissioners E. F. Blaine, A. A. Lewis and Frank R. Spinning; Assistant Attorney General H. H. Cleland appearing for the Commission; the complainant, the city of Seattle, appearing by Messrs. Meier and Dougan; and the respondent appearing by Messrs. Clise and Poe; N. W. Bolster acting as the Commission's official stenographer. Witnesses were sworn and examined.

The Commission January 31, 1918, entered the following

Findings and Order.

I.

That the respondent company owns and operates an extensive gas plant in the city of Seattle and is engaged in the public sale of gas in said city of Seattle and the town of Renton.

II.

That on the 20th day of October, 1913, the city council of the city of Seattle, by resolution, requested the Public Service Commission of the State of Washington to value the property of the Seattle Lighting Company, and such proceedings were had that upon the 27th day of February, 1915, an order was entered fixing the value of the property of the Seattle Lighting Company for rate-making at \$9,126,833.00, which sum was \$3,518,191.00 less than what the said lighting company in such proceeding contended its property was worth.

III.

That on July 8, 1915, the Public Service Commission entered a further order in which it fixed the rate base at \$9,285,642.00. This sum was reached by adding the working capital of \$158,649.00 to the \$9,126,993.00 mentioned in the preceding finding, there being a slight error in addition.

IV.

That on the 18th day of September, 1917, the said lighting company having filed with this Commission a new tariff of rates proposing to increase the then effective tariff and providing for a ready-to-serve charge, and the Commission directed its chief engineer and accountants to investigate the property and books of the utility that the Commission might be informed in the premises.

VI.

From the same report we exhibit the income statement as follows:

	1905	1906	1907	1908	1909	1910	1911
Gross income.....	\$107,885 19	\$179,700 93	\$191,867 15	\$229,784 23	\$280,722 04	\$316,762 63	\$324,253 37
Less, profit on merchandise sales and jobbing.....	2,027 90	8,828 01	7,429 97	5,792 04	6,348,82	7,980 62	824 23
Gross operating income.....	\$105,857 29	\$170,872 92	\$184,437 18	\$223,992 19	\$272,373 22	\$308,832 01	\$325,077 60
Depreciation, 2.18 per cent.....	42,681 39	52,483 26	66,017 99	77,198 99	87,917 13	102,572 86	115,390 30
Amount earned.....	\$63,175 90	\$118,389 66	\$118,419 19	\$146,793 20	\$184,456 09	\$206,259 15	209,687 60
Average plant value.....	\$2,075,980 00	\$2,588,010 00	\$3,314,990 00	\$3,949,698 00	\$4,369,368 00	\$5,404,740 00	\$6,206,148 00
Per cent. earned.....	3.04	4.57	3.57	3.72	4.04	3.82	3.88
		1912	1913	1914	1915	1916	8 Months 1917
Gross income.....		\$336,157 96	\$353,953 42	\$444,631 56	\$490,389 48	\$496,109 55	\$816,746 46
Less, profit on merchandise sales and jobbing.....		1,451 80	6,138 56*	3,646 95*	4,016 40*	1,301 55*	3,502 82
Gross operating income.....		\$334,706 16	\$355,091 98	\$448,278 51	\$494,405 88	\$497,411 10	\$813,243 64
Depreciation, 2.18 per cent.....		124,501 81	182,751 21	166,262 55	171,248 27	177,788 16	121,395 89
Amount earned.....		\$270,204 35	\$233,340 77	\$282,015 96	\$323,157 61	\$317,625 94	\$191,877 75
Average plant value.....		\$6,823,162 00	\$7,480,671 00	\$9,220,818 54	\$9,449,521 05	\$9,749,578 55	\$9,979,364 41
Per cent. earned.....		3.96	3.11	3.06	3.42	3.26	2.88

* Indicates red figures.

VII.

Also from the same source we exhibit a statement showing the percentage of increase, among other matters, of operating revenue, operating expenses and taxes, as follows:

	1905	1906	1907	1908	1909	1910	1911
Operating revenue.....	\$316,885 36	\$338,986 43	\$500,792 23	\$567,928 23	\$683,790 68	\$722,728 36	\$763,564 61
Per cent. increase.....		22.76	28.77	13.41	20.18	5.86	5.66
Operating expense.....	\$192,273 70	\$204,847 83	\$251,559 46	\$294,730 04	\$350,972 76	\$349,885 47	\$371,584 72
Per cent. increase.....		6.54	22.80	17.18	19.09	.31	6.20
Taxes.....	18,754 37	13,215 78	64,795 59	49,204 00	59,444 70	64,010 88	66,755 25
Per cent. increase.....		-29.53	300.29	-24.06	20.81	7.66	4.28
Totals.....	\$211,028 07	\$218,063 61	\$316,355 05	\$343,934 04	\$410,417 46	\$413,896 35	\$438,389 97
Per cent. increase.....		3.33	45.01	8.72	19.31	.85	5.93
Depreciation.....	42,681 39	52,483 26	66,017 99	77,198 99	87,917 13	102,572 86	115,390 30
Totals.....	\$253,709 46	\$270,546 87	\$382,373 04	\$421,133 03	\$498,334 59	\$516,469 21	\$553,730 27
Per cent. increase.....		4.61	41.40	10.12	18.30	3.64	7.22
Net income.....	\$63,175 90	\$118,389 56	\$118,419 19	\$146,793 20	\$184,456 09	\$206,259 15	\$209,884 34
Plant.....	\$2,079,980 00	\$2,588,010 00	\$3,314,990 00	\$3,949,698 00	\$4,569,368 00	\$5,404,740 00	\$6,206,148 00
Per cent. increase.....		24.42	28.09	19.14	15.09	18.28	14.83
Plant output (M. cubic feet).....	332,439	411,446	537,291	606,866	722,455	779,057	843,409
Per cent. increase.....		23.76	30.58	12.85	19.40	7.83	8.26

VII.—Concluded.

	1912	1913	1914	1915	1916	To August 31, 1917
Operating revenue.....	\$834,824 37	\$937,584 94	\$1,022,347 86	\$1,026,882 05	\$1,024,934 79	\$704,628 75
Per cent. increase.....	9.33	12.30	9.05	.44	— .19	3.12
Operating expenses.....	\$358,510 38	\$470,458 69	\$471,378 45	\$422,555 79	\$414,203 33	\$302,643 97
Per cent. increase.....	.37	31.20	.02	10.38	—1.98	9.59
Taxes.....	81,607 83	102,034 27	100,981 80	109,920 36	112,320 36	88,741 14
Per cent. increase.....	22.25	25.03	—1.03	8.85	2.09	18.52
Totals.....	\$440,118 21	\$572,492 96	\$572,360 25	\$532,476 17	\$526,523 69	\$391,385 11
Per cent. increase.....	.41	30.10	— .02	—6.97	—1.31	11.50
Depreciation.....	124,501 81	132,751 21	166,262 55	171,248 27	177,785 16	121,865 89
Totals.....	\$564,620 02	\$705,244 17	\$738,622 80	\$703,724 44	\$704,308 85	\$513,251 00
Per cent. increase.....	1.97	24.92	4.73	—4.78	.08	9.32
Net income.....	\$270,204 35	\$232,340 77	\$283,725 06	\$323,157 61	\$319,625 94	\$191,377 75
Plant.....	\$6,823,162 00	\$7,480,671 00	\$9,314,754 08	\$9,584,288 01	\$9,914,469 08	\$10,044,259 74
Per cent. increase.....	9.94	9.64	24.51	2.89	3.45	1.96
Plant output (M. cubic feet).....	994,383	1,041,632	1,122,886.4	1,124,263.6	1,166,114.1	797,378.8
Per cent. increase.....	7.23	15.17	7.78	0.12	3.73	2.58

VIII.

From the same source we exhibit gas made, sold and unaccounted for, in thousand cubic feet, corrected to 60 degrees, 30 minutes.

	1905	1906	1907	1908	1909	1910	1911
Coal gas made.....	185,468	197,840	239,909	271,284	284,654	430,789	342,067
Water gas made.....	146,971	313,606	297,302	335,081	437,801	348,923	501,266
Total gas made.....	332,439	411,446	537,291	606,365	722,455	779,692	843,333
Gain or loss in storage.....	56*	237	661	904	921*	635	76*
Gas delivered to mains.....	332,495	411,209	536,630	605,401	723,376	779,057	843,409
Gas sold through ordinary meters.....	221,561	272,747	349,394	403,976	511,281	566,497	658,057
Gas sold through prepaid meters.....	90,059	109,889	142,659	153,948	158,951	141,733	112,298
Total gas sold.....	311,620	382,636	492,053	557,924	670,232	708,230	770,355
Gas used by company.....	4,881	3,883	6,519	6,642	7,009	7,262	6,043
Total gas sold and used.....	316,501	386,519	498,572	564,566	677,241	715,492	776,408
Unaccounted for.....	15,994	24,690	38,058	40,835	46,135	63,565	67,006
Unaccounted for in per cent. of sendout....	4.80	6.00	7.09	6.74	6.37	8.15	7.94
Unaccounted for per mlie of main (cu. ft.)†	85,786	116,500	163,535	156,991	160,218	169,837	152,017

* Indicates red figures. † Mlieage from company records.

VIII.—Concluded.

	1912	1913	1914	1915	1916	8 Months 1917
Coal gas made.....	479,317	359,853	462,721	261,742	238,531	153,067
Water gas made.....	424,639	632,307	549,838	361,115	428,978	318,134
Oven gas made.....			111,637	501,407	498,606	321,173
Total gas made.....	904,006	1,042,160	1,122,896	1,124,264	1,166,115	797,374
Gain or loss in storage.....	332*	528	5	105	47	153
Gas delivered in mains.....	904,338	1,041,632	1,122,892	1,124,368	1,166,161	797,532
Gas sold through ordinary meters.....	752,796	865,939	954,816	934,577	984,050	632,523
Gas sold through prepaid meters.....	102,553	100,600	92,463	80,728	77,456	52,094
Total gas sold.....	855,649	966,539	1,047,279	1,045,305	1,061,606	734,617
Gas used by company.....	6,261	7,030	10,255	15,646	16,522	10,155
Total gas sold and used.....	861,910	973,569	1,057,534	1,060,951	1,078,128	774,772
Unaccounted for.....	42,478	68,063	65,357	63,417	88,033	52,902
Unaccounted for in per cent. of sendout.....	4.69	6.53	5.82	5.63	7.56	6.64
Unaccounted for per mile of main (cubic feet)†.....	86,412	129,666	120,184	113,239	152,479	90,728

* Indicates red figures. † Mileage from company records.

IX.

Under the present conditions we deem the following fair, reasonable and sufficient rates to be demanded by the Seattle Lighting Company in the city of Seattle and the town of Renton, the same to exclude any minimum and readiness-to-serve charge, to-wit:

	Per Consumer Gross	Per Month Discount	Per Month Net
0-100 cu. ft.....	\$0.60	.....	\$0.60
200 cu. ft.....	.60	.....	.60
300 cu. ft.....	.60	.....	.60
400 cu. ft.....	.70	\$0.05	.65
500 cu. ft.....	.80	.05	.75
600 cu. ft.....	.90	.05	.85
700 cu. ft.....	1.00	.05	.95
800 cu. ft.....	1.10	.05	1.05
900 cu. ft.....	1.20	.05	1.15
1,000 cu. ft.....	1.30	.05	1.25
		Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.30	.10	1.20
Next 1,000 cu. ft.....	1.25	.10	1.15
Next 1,000 cu. ft.....	1.20	.10	1.10
Next 1,000 cu. ft.....	1.15	.10	1.05
Next 35,000 cu. ft.....	.95	.10	.85
Next 60,000 cu. ft.....	.85	.10	.75
Over 100,000 cu. ft.....	.75	.10	.65

We believe the prepay meter leads to much controversy and is discriminatory and should be dispensed with as soon as practicable. As a rate for those meters we declare the following to be fair, reasonable and sufficient:

PREPAY METERS

	Gross	Discount	Net
0-500 cu. ft.....	\$0.75	....	\$0.75
600 and over.....	1.25 per M	10c per M	1.15

X.

In fixing the foregoing rates we have considered the demands of the employees of the Seattle Lighting Company for an increased wage and better working conditions and increased cost of materials.

XI.

Applying the foregoing rates as of October 31, 1917, if the charges collected for gas, including the ready-to-serve charge from that date to the effective date of the foregoing rates, which we hereby fix as of February 1, 1918, exceed the rates approved by this Commission as aforesaid, the amount of such excess shall be credited upon the February bill of each party entitled thereto and in those cases in which parties have ceased to use gas, the amount of such excess shall be returned to them in cash.

Opinion.

It is too much for us to expect that any order which we may enter, the effect of which is to increase rates for any service, will be received without criticism. If we are to believe what the publicists say, all regulating commissions are now undergoing the severest test ever put upon them. The prices

of labor and materials are on the ascending scale and the relationship of rates for carriage or service with these increases are so much disturbed that disaster stares many a public service company in the face. As a rule, before commissions were formed to regulate rates, the utilities could raise or lower them at will. This freedom of action so annoyed the people that they took it away from those enjoying it and who in many instances abused it. That power is now lodged in commissions either elected by the people or selected by the chief executive. The commissioners, as a rule, are selected from various callings. It is not expected that their orders shall have the finish of state papers or the decision of the higher courts for all their orders are subject to review first by inferior tribunals and last by the courts of dernier resort. They are, however, expected to be fairly logical, reflect common sense and fairness. They are in the main what may be called regulatory orders. Whom do they regulate? Those performing some quasi public service? Yes, but not only these but the patrons as well. It is probable that more than seventy-five per cent (75%) of all rebates or favors granted in the palmiest days of discrimination by the utilities were solicited or demanded by the patrons and reluctantly granted by the utilities.

Each month we receive many complaints from the patrons of utilities. In the majority of cases we find upon investigation, the patron is asking something contrary to the rules of the utility, rules that are fair and have been passed upon in different sections by the judges and commissioners. In the very nature of things it is not a difficult matter for a utility to comply with a reasonable rule. It becomes familiar with it and shapes its course of conduct to it. The patron, however, knows little about the rule, less concerning its sequence, and as it has disturbed him, he concludes it is illogical and made only to serve some ulterior motive of the utility.

These rules, however, are not the bone of contention of the present hour. Order after order is being entered by the public service commissions, the effect of which is to increase rates or charges, and it is probable there isn't a state in the Union wherein the people are not clamoring against what they deem unjust exactions. In many instances they are calling for removal of the commissioners and in some cases they go so far as to suggest the abolition of regulatory bodies. In many cases the situation is aggravated by the fact the commissioners, in the performance of their duty, must ignore some franchise provisions under which the rates are supposed to be held to a certain maximum.

Those who believe in municipal ownership and particularly those who are strong advocates of home rule by cities make full use of the decisions holding at naught those franchise limitations and even go so far as to accuse the commissioners of favoritism to the utilities.

After all, the great question is whether the commissioners are to administer the law as they find it or substitute the will of the critics in place of the will of the people as expressed in the statute. The will of the people as found in the statute is that the rates must be fair, reasonable and sufficient. The words "fair, reasonable and sufficient" are not synonymous. No rate can be sufficient which is not compensatory. Yet there are cases where a rate, owing to competition, cannot be made sufficient. If made sufficient, it would lead through competition to bankruptcy. A rate under these circumstances might be reasonable though not sufficient. A fair rate is one that is in balance. It means the equities of the patron and the utility have been carefully weighed.

There is an ever-changing relationship between the cost of service and the rates of service. Not every slight change in this relationship calls for a readjustment in the rates. There, however, can be no question in the minds of our fair citizenship but what the abnormal times which now confront us have so disturbed all past relationships that there must be radical readjustments and these, in the great majority of cases, mean an increase in rates, which, upon the surface, would indicate that the many are being taxed for the benefit of the few. In other words, that the primary purpose is to fill the coffers of the corporations. An analysis, however, in practically all cases of increase will show that scarcely anything remains in the treasury of the corporation; that the money merely reaches that place to immediately go out in payment of increased cost of material and labor. Undoubtedly there are cases where the increased cost of material is the result of a monopolistic control. This, however, is the exception, not the rule. Locally, it has no application, for those engaged in a public service in the State of Washington must meet the demands of the monopolists as well as the demands of labor.

We do not believe in war profits. We, however, do believe in such a return to a utility where it is judiciously conceived, honestly constructed and efficiently managed that it can grant to its employees proper conditions of service, a reasonable rate of pay, maintain a good service and return a fair rate to the investors. This in its analysis is comparable with ownership by the people, for municipal ownership is but the substitution of one class of owners for another.

We have in this case allowed the Seattle Lighting Company an increase in rates under which it may be able to earn a sum equal to increased cost of material and labor. We have not intended by this order to make it possible for this utility to return to its stockholders or bondholders one cent additional to what they received prior to war times. Should there be a change in conditions which would return to this company excessive profits, we will be as speedy in checking the same as we have been in meeting the demands of the company, which were necessitated not only by war conditions but by a threatened strike which would have crippled it and, in turn, seriously disturbed the business conditions in Seattle.

Much has been said in argument and elsewhere about a nine-million-dollar valuation placed upon the properties of the respondent company. We do not see how that valuation is involved in our decision in this case. The rate of return to the respondent company during the years 1915, 1916 and 1917 were as follows: 3.42 per cent, 3.26 per cent, and 2.88 per cent, respectively.

This rate of return was based upon the nine-million-dollar valuation plus the additions to property since that figure was fixed. For sake of argument, let us cast aside the \$9,000,000 valuation and substitute for it \$6,500,000 as an assumed value as of the date of the old valuation, which we deem is so low that no one will care to dispute it, as it ignores interest during construction, brokerage fees and other items oftentimes allowed by commissions, and add to this the actual cash invested in fixed property subsequent to that date and we have an average investment of:

In 1915	\$6,822,637 00
In 1916	7,122,495 00
In 1917	7,384,929 00

Using these sums as principal, then we have a rate of return as follows:

1915	5.06%
1916	4.80%
1917	4.18%

calculated on the actual income of the said company for these years.

It is true that in the foregoing calculation we have allowed a straight line depreciation of 2.18 per cent. Professor Bemis criticised this rate. We believe that our long residence and experience in the territory and State of Washington, the almost constant changes which we have witnessed resulting in obsolescence of property, climatic and soil conditions with which we are perfectly familiar (which have all been foreign to Professor Bemis) and the judgment of the experts and engineers of the state unbiased by any special stipend, justify us in holding that 2.18 per cent is a fair figure for depreciation. We believe it our duty in this connection, in fairness to those engineers and accountants who have served the state in the rate study of the Seattle gas plant and the investigation of the books of this company and many other utilities, to mention that none of them was seeking future corporate favor or approval but each of whom offered his services to his country in its present hour of stress and was awaiting call and that since two of our leading engineers are in government training camps; and from our office force four have joined the colors and four others are now awaiting call; and this may in part explain why Mr. Cleland, knowing these facts, should have at the hearing vigorously resented any aspersions upon the work of these men.

It Is Hereby Ordered, That in lieu of Seattle Lighting Company tariff No. 2, the Seattle Lighting Company immediately file with this Commission and put into effect as of February 1, 1918, the following schedule of rates and charges in the city of Seattle and the town of Renton, the same to exclude any minimum or readiness-to-serve charge:

	Per Consumer	Per Month	
	Gross	Discount	Net
0-100 cu. ft.....	\$0.60	.....	\$0.60
200 cu. ft.....	.60	.....	.60
300 cu. ft.....	.60	.....	.60
400 cu. ft.....	.70	\$0.05	.65
500 cu. ft.....	.80	.05	.75
600 cu. ft.....	.90	.05	.85
700 cu. ft.....	1.00	.05	.95
800 cu. ft.....	1.10	.05	1.05
900 cu. ft.....	1.20	.05	1.15
1,000 cu. ft.....	1.30	.05	1.25
		Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.30	.10	1.20
Next 1,000 cu. ft.....	1.25	.10	1.15
Next 1,000 cu. ft.....	1.20	.10	1.10
Next 1,000 cu. ft.....	1.15	.10	1.05
Next 35,000 cu. ft.....	.95	.10	.85
Next 60,000 cu. ft.....	.85	.10	.75
Over 100,000 cu. ft.....	.75	.10	.65

PREPAY METERS

	Gross	Discount	Net
0-500 cu. ft.....	\$0.75	....	\$0.75
600 and over.....	1.25 per M	10c per M	1.15

and said rates and charges are hereby declared to be the legal rates and charges of said Seattle Lighting Company from and after February 1, 1918, except as hereinbelow provided, and all tariffs conflicting with the above schedule are hereby cancelled.

The above discount will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

It Is Further Ordered, That the above schedule of rates shall apply in lieu of the charges for gas, including the readiness-to-serve charge, as covered by the Seattle Lighting Company tariff heretofore permitted to become effective as of October 31, 1917, for the period from October 31, 1917, to February 1, 1918.

Provided, however, That should the said charges collected for gas, including the readiness-to-serve charge, for the period from October 31, 1917, to February 1, 1918, exceed the amount due from any patron or patrons of said company under the above schedule of rates, then said Seattle Lighting Company shall credit said difference upon the February bill of said patron or patrons entitled thereto, and in those cases where the patron has discontinued his gas service, the amount of such excess shall be paid to him in cash.

"I dissent as to that clause recommending the elimination of prepayment meters, believing that they are a great convenience to patrons and are not unduly discriminatory."—A. A. Lewis, Commissioner.

No. 4540.

The Public Service Commission of Washington and The City of Olympia, a Municipal Corporation, Complainants, v. The Olympia Gas Company, a Corporation, Respondent.

Protest gas rates. Order permitting increases.

November 30, 1917, the Commission entered the following Suspension Order:

Order of Suspension.

It appearing to the Commission that on the 27th day of October, 1917, the above named defendant, The Olympia Gas Company, filed with this Commission its Tariff No. 6, W. P. S. C. No. 6, issued October 26, 1917 (which is by reference made a part hereof), to become effective December 1, 1917; that if said Tariff No. 6 be permitted to become effective it will have the effect of increasing gas rates heretofore charged by said defendant. A complaint has been made to the Commission by the Chamber of Commerce of the city of Olympia, charging that the rates named in said Tariff No. 6 are unjust, unfair, unreasonable and excessive, and that the proposed advances contained therein are unjust, unfair, unreasonable and excessive.

The Commission on November 28, 1917, held a hearing concerning the granting of the increase sought in said Tariff No. 6.

It Is Therefore Ordered, That the operation of all rates named in said Tariff No. 6 be, and the same are, hereby suspended for a period of ten days from the time the same would have otherwise gone into effect; that is, ten days from December 1, 1917.

December 7, 1918, the Commission entered the following Findings and Order:

Findings.

I.

That the respondent, Olympia Gas Company, owns, operates, manages and controls a gas plant and is engaged in the manufacture, distribution and sale of gas within the city of Olympia and in Thurston county outside of the corporate limits of the city of Olympia, and as such is subject to the provisions of chapter 117, Session Laws of 1911, of the State of Washington.

II.

That the cost of property, as shown by the books of respondent, is as follows:

Purchase	\$75,000 00
Organization	4,000 00
Lands and buildings.....	3,994 44
Gas plant apparatus.....	2,725 11
Distributing mains	34,353 84
Holders	250 41
Services	28,117 93
Regulators	297 62
Meters	7,158 15
Commercial lamps and equipment.....	3,184 09
Tools and instruments.....	768 75
Utility equipment	717 66
Furniture and office appliances.....	1,303 27
Total.....	\$162,618 27

III.

That the revenue of respondent company has been received from the following sources:

Operating Revenues—	1910 (11 Mo.)	1911
Commercial light and heat metered.....	\$9,941 67	\$20,601 34
Forfeited discounts	178 75	310 30
Total.....	\$10,120 42	\$20,911 64
Non-Operating Revenues—		
Profit on merchandise sales and jobbing.....	\$994 85	\$747 43
Rent from arc lamps and appliances.....	11 00	23 00
Total.....	\$1,005 85	\$770 43
Gross revenue	\$11,126 27	\$21,682 07
Less discounts and adjustments.....	227 46	573 86
Total net revenue.....	\$10,898 81	\$21,108 21
Operating Revenues—	1912	1913
Commercial light and heat metered.....	\$21,351 40	\$23,783 00
Forfeited discounts	195 95	150 15
Total.....	\$21,547 35	\$23,933 15

Non-Operating Revenues—

Profit on merchandise sales and jobbing.....	\$964 61	\$790 31
Rents from arc lights and appliances.....	46 50	8 00

Total.....	\$1,011 11	\$798 31
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Gross revenue	\$22,558 46	\$24,731 46
Less discounts and adjustments.....	204 10	81 54

Total net revenue.....	\$22,354 36	\$24,649 92
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Operating Revenues—

	1914	1915
Commercial light and heat metered.....	\$23,517 85	\$22,145 55
Forfeited discounts	135 35	112 75

Total.....	\$23,683 20	\$22,258 30
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Non-Operating Revenues—

Profit on merchandise sales and jobbing.....	\$351 98	\$366 47
Rents from arc lamps and appliances.....	11 00	6 00

Total.....	\$362 98	\$372 47
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Gross revenue	\$24,016 18	\$22,630 77
Less discounts and adjustments.....	52 20	63 35

Total net revenue.....	\$23,963 98	\$22,567 42
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Operating Revenues—

	1916	1917 (10 Mo.)
Commercial light and heat metered.....	\$21,177 10	\$18,987 50
Forfeited discounts	85 80	63 20

Total.....	\$21,262 90	\$19,050 70
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Non-Operating Revenues—

Profit on merchandise sales and jobbing.....	\$244 67	\$275 52
Rents from arc lamps and appliances.....		16 80

Total.....	\$244 67	\$292 32
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Gross revenue	\$21,507 57	\$19,343 03
Less discounts and adjustments.....	38 91	53 65

Total net revenue.....	\$21,468 66	\$19,289 37
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IV.

That the income of respondent company is as follows:

Operating Income—

	1910 (11 Mo.)	1911
Gas operating revenue.....	\$9,982 96	\$20,337 78
Gas operating expenses.....	8,095 45	16,657 49

Net revenue	\$1,797 51	\$3,680 29
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Taxes	505 00	1,646 03
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Operating income	\$1,292 51	\$2,034 26
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Non-Operating Income—

Profit on merchandise sales and jobbing.....	\$994 85	\$747 43
Rents from arc lamps and appliances.....	11 00	23 00

Non-operating income	\$1,005 85	\$770 43
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Gross income	\$2,298 36	\$2,804 69
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Deduct:

Profit on merchandise sales and jobbing.....	994 85	747 43
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Gross income excluding profit on merchandise sales and jobbing.....	\$1,303 51	\$2,057 26
Depreciation 3.5 per cent.....	4,289 61	5,006 53

Amount earned	\$2,986 10*	\$2,949 27*
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Average plant value.....	\$122,560 28	\$132,718 03
Per cent earned.....	2.38*	2.22*

Operating Income—

	1912	1913
Gas operating revenue.....	\$21,343 25	\$25,851 61
Gas operating expenses.....	18,924 17	21,173 39

Net revenue	\$2,419 08	\$2,678 22
Taxes	1,482 27	1,631 55

Operating income	\$936 81	\$1,046 67
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Non-Operating Income—

Profit on merchandise sales and jobbing.....	\$964 61	\$790 31
Rents from arc lamps and appliances.....	46 50	8 00

Non-operating income	\$1,011 11	\$798 31
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Gross income	\$1,947 92	\$1,844 98
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Deduct:

Profit on merchandise sales and jobbing.....	964 61	790 31
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Gross income excluding profit on merchandise sales and jobbing.....	\$983 31	\$1,054 67
Depreciation 3.5 per cent.....	5,420 52	5,487 25

Amount earned	\$4,437 21*	\$4,432 58*
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Average plant value.....	\$148,873 83	\$155,825 22
Per cent earned.....	2.98*	2.84*

Operating Income—

	1914	1915
Gas operating revenue.....	\$23,601 00	\$22,194 95
Gas operating expenses.....	22,033 29	20,546 23

Net revenue	\$1,567 71	\$1,648 72
Taxes	1,576 93	1,440 00

Operating income	\$9 22*	\$208 72
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* Indicates red figures.

Non-Operating Income—

Profits on merchandise sales and jobbing.....	\$351 98	\$366 47
Rents from arc lamps and appliances.....	11 00	6 00
Non-operating income	<u>\$362 98</u>	<u>\$372 47</u>
Gross income	<u>\$353 76</u>	<u>\$581 19</u>

Deduct:

Profit on merchandise sales and jobbing.....	<u>351 98</u>	<u>366 47</u>
Gross income excluding profit on merchandise sales and jobbing.....	\$1 78	\$214 72
Depreciation 3.5 per cent.....	5,548 30	5,607 03
Amount earned	<u>\$5,546 52*</u>	<u>\$5,392 31*</u>
Average plant value.....	\$157,650 73	\$159,361 88
Per cent earned.....	3.52*	3.38*

Operating Income—

	1916	1917 (10 Mo.)
Gas operating revenue	\$21,223 99	\$18,997 05
Gas operating expenses.....	<u>19,269 30</u>	<u>17,340 35</u>
Net revenue	\$1,254 69	\$1,656 70
Taxes	<u>1,473 00</u>	<u>1,920 00</u>
Operating income	<u>\$218 31*</u>	<u>\$263 30*</u>

Non-Operating Income—

Profit on merchandise sales and jobbing.....	\$244 67	\$275 52
Rents from arc lamps and appliances.....	.....	16 80
Non-operating income	<u>\$244 67</u>	<u>\$292 32</u>
Gross income	<u>\$26 36</u>	<u>\$29 02</u>

Deduct:

Profit on merchandise sales and jobbing.....	<u>244 67</u>	<u>275 52</u>
Gross income excluding profit on merchandise sales and jobbing.....	\$218 31*	\$246 50*
Depreciation, 3.5 per cent.....	5,648 57	4,743 01
Amount earned	<u>\$5,866 88*</u>	<u>\$4,898 51*</u>
Average plant value.....	\$160,794 25	\$162,002 95
Per cent earned.....	3.65*	3.70*

* Indicates red figures.

V.

That the operating expenses of respondent company are as follows:

Operating Expense Statement

Production—	1910 (11 Mo.)	1911
Manufacturing labor	\$895 72	\$31 27
Gas making and purifying materials.....	1,209 68	50 38
Miscellaneous supplies and expense.....	35 35	28 80
Gas works, apparatus and equipment.....	.....	102 00
Gas purchased	2,932 98	10,499 58
Gas charged other departments.....	.....	.....
Total manufacturing expense.....	\$5,073 73	\$10,712 03
Distribution—		
Distribution department wages and salaries..	\$209 73	\$358 71
Meters, services and service regulators (Op.)..	9 00	91 78
Miscellaneous supplies and expense.....	5 86	12 98
Lighting gas lamps and maintenance.....	218 46	389 11
Mains .....	.....	50
Gratuitous work .....	.....	219 32
Meters, services and service reg. maintenance .....	.....	29 46
Miscellaneous equipment .....	.....	72 18
Total distribution expense.....	\$443 05	\$1,174 04
Commercial and General—		
Salaries of officers.....	\$625 00	\$75 00
Salaries of clerks and assistants.....	728 54	692 69
Advertising, soliciting, etc.....	237 17	608 07
Office rent	315 00	410 00
Office expense	181 99	480 25
Industrial insurance .....	.....	26 96
Insurance	282 88	603 83
Miscellaneous general expense.....	208 09	1,874 62
Total commercial and general.....	\$2,578 67	\$4,771 42
Taxes	505 00	1,646 03
Total general, commercial and taxes...	\$3,083 67	\$6,417 45
Total all expenses.....	\$8,600 45	\$18,303 52

Operating Expense Statement

Production—	1912	1913
Manufacturing labor	\$34 96	\$41 36
Gas-making and purifying materials.....	70 43	41 08
Miscellaneous supplies and expenses.....	89	12 57
Gas works, apparatus and equipment.....	126 49	195 12
Gas purchased	11,941 18	14,815 79
Gas charged other departments.....	.....	70 22
Total manufacturing expense.....	\$12,173 95	\$15,035 70

Distribution—

Distribution department wages and salaries..	\$406 22	\$329 46
Meters, services and service regulators (Op.)	163 02	440 42
Miscellaneous supplies and expense.....	31 08	154 01
Lighting, gas lamps and maintenance.....	484 01	410 62
Mains	26 32	90 44
Gratuitous work	435 15	591 15
Meters, services and service reg. maintenance	172 37	115 34
Miscellaneous equipment		
Total distribution expense.....	\$1,718 17	\$2,131 44

Commercial and General—

Salaries of officers.....		
Salaries of clerks and assistants.....	\$1,274 21	\$1,416 73
Advertising, soliciting, etc.....	547 59	423 18
Office rent	420 00	420 00
Office expense	636 98	294 48
Industrial insurance	15 45	
Insurance	501 97	356 04
Miscellaneous general expense.....	1,635 85	1,095 82
Total commercial and general.....	\$5,032 05	\$4,006 25
Taxes	1,482 27	1,631 55
Total general, commercial and taxes....	\$6,514 32	\$5,637 80
Total all expenses.....	\$20,406 44	\$22,804 94

* Indicates red figures.

Operating Expense Statement

Production—	1914	1915
Manufacturing labor	\$82 90	\$146 91
Gas-making and purifying materials.....	52 65	34 78
Miscellaneous supplies and expense.....	5 25	1 89
Gas works, apparatus and equipment.....	72 30	117 98
Gas purchased	14,567 02	13,908 51
Gas charged other departments.....	326 30*	309 14*
Total manufacturing expense.....	\$14,453 82	\$13,900 93

Distribution—

Distribution department wages and salaries..	\$297 14	\$296 51
Meters, services and service regulators (Op.)	414 97	634 17
Miscellaneous supplies and expense.....	79 74	79 19
Lighting, gas lamps and maintenance.....	407 35	
Mains	131 70	125 10
Gratuitous work	445 56	
Meters, services and service reg. maintenance	135 58	124 57
Miscellaneous equipment		341 03
Total distribution expense.....	\$1,912 04	\$1,592 57

Commercial and General—

Salaries of officers.....	\$840 00	\$840 00
Salaries of clerks and assistants.....	1,815 18	1,676 31
Advertising, soliciting, etc.....	119 32	371 83
Office rent	470 80	480 00
Office expense	410 87	1,177 73

Industrial insurance	24 41	.....
Insurance	347 70	322 95
Miscellaneous general expense.....	1,639 95	183 91
<hr/>		
Total commercial and general.....	\$5,667 43	\$5,052 73
Taxes	1,576 93	1,440 00
<hr/>		
Total general, commercial and taxes....	\$7,244 36	\$6,492 73
<hr/>		
Total all expenses.....	\$23,610 22	\$21,986 23

Operating Expense Statement

Production—	1916	1917 (10 Mo.)
Manufacturing labor	\$281 35	\$127 57
Gas-making and purifying materials.....	51 27	42 60
Miscellaneous supplies and expense.....	1 70	3 90
Gas works, apparatus and equipment.....	101 05	27 57
Gas purchased	13,428 18	12,082 33
Gas charged other departments.....	324 91*	251 65*
<hr/>		
Total manufacturing expense.....	\$13,538 62	\$12,032 32
Distribution—		
Distribution department wages and salaries..	\$305 15	\$211 11
Meters, services and service regulators (Op.)	681 36	665 67
Miscellaneous supplies and expenses.....	73 43	69 11
Lighting, gas lamps and maintenance.....	.....	.....
Mains	138 34	109 54
Gratuitous work .....	.....	.....
Meters, services and service reg. maintenance	163 84	244 11
Miscellaneous equipment	314 29	300 69
<hr/>		
Total distribution expense.....	\$1,676 41	\$1,600 23
Commercial and General—		
Salaries of officers.....	\$840 00	\$250 00
Salaries of clerks and assistants.....	1,531 55	1,376 84
Advertising, soliciting, etc.	474 47	448 26
Office rent	480 00	400 00
Office expense	988 55	920 75
Industrial insurance .....	.....	.....
Insurance	286 13	260 80
Miscellaneous general expense.....	153 57	51 15
<hr/>		
Total commercial and general.....	\$4,754 27	\$3,707 80
Taxes	1,473 00	1,920 00
<hr/>		
Total general, commercial and taxes....	\$6,227 27	\$5,627 80
<hr/>		
Total all expenses.....	\$21,442 30	\$19,260 35

VI.

That the production expense per 1,000 cubic feet of gas delivered to mains, is as follows:

Production Expense—	1915	1916	1917
Manufacturing labor	\$0.0074	\$0.0147	\$0.0074
Gas-making and purifying materials....	.0018	.0027	.0025
Miscellaneous supplies and expense....	.0001	.0001	.0002

* Indicates red figures.

Gas works apparatus and equipment...	.0059	.0053	.0016
Gas purchased .....	.7000	.6900	.6999
Gas charged other departments.....	.0156*	.0169*	.0146*
Net cost of gas delivered.....	<u>\$0.6996</u>	<u>\$0.6959</u>	<u>\$0.6970</u>
Total gas delivered (M Cu. Ft.)...	19,869.3	19,183.1	17,263.4
Distribution Expense—			
Distribution dept. wages and salaries..	\$0.0164	\$0.0175	\$0.0135
Meters and services (operation).....	.0351	.0391	.0424
Miscellaneous supplies and expense....	.0039	.0042	.0044
Lighting gas lamps, maintenance.....	.....	.....	.....
Mains .....	.0069	.0079	.0070
Gratuitous work .....	.....	.....	.....
Meters and services (maintenance)....	.0069	.0094	.0156
Miscellaneous equipment .....	.0189	.0180	.0192
Total distribution expense.....	<u>\$0.0881</u>	<u>\$0.0961</u>	<u>\$0.1021</u>
Total gas sold (M Cu. Ft.).....	18,063.0	17,439.2	15,689.8
General Expense and Taxes—			
Salaries of officers.....	\$0.0465	\$0.0482	\$0.0159
Salaries of clerks and assistants.....	.0928	.0878	.0878
Advertising, soliciting, etc.....	.0206	.0272	.0286
Office rent .....	.0266	.0275	.0255
Office expense .....	.0652	.0567	.0586
Industrial insurance .....	.....	.....	.....
Insurance .....	.0179	.0164	.0167
Miscellaneous general expense.....	.0102	.0088	.0034
Total general expense.....	<u>\$0.2798</u>	<u>\$0.2726</u>	<u>\$0.2368</u>
Taxes .....	.0797	.0845	.1224
Total general expense and taxes..	<u>\$0.3595</u>	<u>\$0.3571</u>	<u>\$0.3589</u>
Total all exp. per M Cu. Ft. sold..	\$1.2171	\$1.2295	\$1.2279

VII.

That the revenue under the present schedule, based on number of consumers and consumption, is as follows:

	Number Consumers	Consumption Cu. Ft.	Amount
Minimum	173.0	43,233	\$86 50
Readiness-to-serve	873.5	.....	.....
0-5,000 cu. ft., Olympia.....	648.7	981,892	1,227 36
0-5,000 cu. ft., rural.....	14.6	15,575	21 81
5,001-10,000 cu. ft., Olympia.....	26.6	180,717	221 12
5,001-10,000 cu. ft., rural.....	.5	4,167	5 69
10,001-15,000 cu. ft., Olympia.....	4.8	56,258	64 21
10,001-20,000 cu. ft., rural.....	.2	4,042	5 43
Over 15,000 cu. ft., Olympia.....	5.0	131,142	122 11
Over 20,000 cu. ft., rural.....	.1	1,325	2 09
Total.....	<u>873.5</u>	<u>1,418,351</u>	<u>\$1,756 32.</u>

* Indicates red figures.

VIII.

That an analysis of gas sales for the year 1916 shows the following results:

Range of Average Monthly Consumption of Consumers in Groups (Cubic Feet)	Actual Average Consumption for Consumer Per Month Through- out Year (Cubic Feet)	Actual Average Consumption Per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group
0 to 300 and 400.....	250	43,217	173.0
301 to 500.....	499	24,108	48.3
501 to 1,000.....	790	172,225	217.8
1,001 to 1,500.....	1,289	197,242	153.0
1,501 to 2,000.....	1,790	174,350	97.4
2,001 to 2,500.....	2,282	140,125	61.4
2,501 to 3,000.....	2,775	98,792	35.6
3,001 to 3,500.....	3,267	65,333	20.0
3,501 to 4,000.....	3,802	48,292	12.7
4,001 to 4,500.....	4,284	41,558	9.7
4,501 to 5,000.....	4,790	35,442	7.4
5,001 to 5,500.....	5,306	30,775	5.8
5,501 to 6,000.....	5,835	23,925	4.1
6,001 to 6,500.....	6,269	21,942	3.5
6,501 to 7,000.....	6,903	25,512	3.7
7,001 to 7,500.....	7,172	20,083	2.8
7,501 to 8,000.....	7,857	11,000	1.4
8,001 to 8,500.....	8,185	18,008	2.2
8,501 to 9,000.....	8,705	9,575	1.1
9,001 to 9,500.....	9,243	10,167	1.1
9,501 to 10,000.....	9,905	13,867	1.4
10,001 to 12,500.....	10,890	30,492	2.8
12,500 to 15,000.....	13,549	29,808	2.2
All over 15,000.....	25,974	132,467	5.1
Total.....	151,611	1,418,335	873.5

IX.

That the respondent company has earned, over and above bare operating expenses and taxes, for the years 1910 to 1915, inclusive, the sum of \$5,615.25.

X.

That the respondent company has failed to earn operating expenses and taxes during the years 1916 and ten months of 1917 by the sum of \$464.81.

XI.

That including depreciation on an average plant value the respondent company has lacked \$36,600.18 in earning operating expenses, taxes and depreciation since the year 1910, allowing nothing for dividends on stock or interest on just liabilities.

XII.

That the present schedule of rates as filed under tariff No. 5, and supplements thereto, is not sufficient to maintain the service.

XIII.

That the following schedule of rates is fair under the circumstances and conditions:

**Cooking, Lighting and Industrial Rates for Gas in Olympia
For Gas Used Through One Meter in One Month**

Quantity—	Gross	Discount	Net
First 100 cu. ft. or less.....	\$0.50	.....	\$0.50
First 200 cu. ft.....	.70	\$0.10	.60
First 300 cu. ft.....	.80	.10	.70
First 400 cu. ft.....	.95	.10	.85
First 500 cu. ft.....	1.10	.10	1.00
First 600 cu. ft.....	1.20	.10	1.10
First 700 cu. ft.....	1.30	.10	1.20
First 800 cu. ft.....	1.40	.10	1.30
First 900 cu. ft.....	1.50	.10	1.40
First 1,000 cu. ft.....	1.60	.10	1.50
	Per M	Per M	Per M Cu. Ft.
Next 4,000 cu. ft.....	1.40	.05	1.35
Next 5,000 cu. ft.....	1.30	.05	1.25
Next 5,000 cu. ft.....	.95	.05	.90
All over 15,000 cu. ft.....	.90	.05	.85

All discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

**Cooking, Lighting and Industrial Rates for Gas Outside of Olympia.
For Gas Used Through One Meter in One Month**

Quantity—	Gross	Discount	Net
First 100 cu. ft. or less.....	\$0.50	.....	\$0.50
First 200 cu. ft.....	.70	\$0.10	.60
First 300 cu. ft.....	.80	.10	.70
First 400 cu. ft.....	.95	.10	.85
First 500 cu. ft.....	1.10	.10	1.00
First 600 cu. ft.....	1.20	.10	1.10
First 700 cu. ft.....	1.30	.10	1.20
First 800 cu. ft.....	1.40	.10	1.30
First 900 cu. ft.....	1.50	.10	1.40
First 1,000 cu. ft.....	1.60	.10	1.50
	Per M	Per M	Per M Cu. Ft.
Next 4,000 cu. ft.....	1.40	.05	1.35
Next 5,000 cu. ft.....	1.30	.05	1.25
Next 40,000 cu. ft.....	1.00	.05	.95
Next 50,000 cu. ft.....	.85	.05	.80
All over 100,000 cu. ft.....	.80	.05	.75

All discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Special Industrial Rates for Gas in Olympia.

For Each 1,000 Cubic Feet Used Through One Meter in One Month.

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.30	\$0.05	\$1.25
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 5,000 cu. ft.....	.85	.05	.80
Next 85,000 cu. ft.....	.80	.05	.75
All over 100,000 cu. ft.....	.70	.05	.65

Minimum charge, \$100.00 per month net.

The consumer agrees not to use gas during the company's peak load, provided the company gives two days' notice of such desire.

All discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Rates for Gas Used for House Heating Purposes in Olympia and Thurston County Outside of Olympia.

All Gas Used for House Heating Purposes and Measured Through Separate Meter.

For Each 1,000 Cubic Feet Used Through One Meter in One Month.

Quantity—	Gross	Discount	Net
First 1,000 cu. ft.....	\$1.65	\$0.05	\$1.60
Next 4,000 cu. ft.....	.90	.05	.85
All over 5,000 cu. ft.....	.85	.05	.80

All discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Order.

It Is Hereby Ordered, That in lieu of Olympia Gas Company's tariff No. 5, and supplements thereto, and in lieu of Olympia Gas Company's proposed tariff No. 6, schedules A, B, and C, suspended, said Olympia Gas Company immediately file with this Commission and put into effect as of date December 10, 1917, the schedule of rates and charges in the city of Olympia and in Thurston county outside of said city of Olympia, set forth in paragraph XIII of the foregoing Findings.

It Is Further Ordered, That said Olympia Gas Company's tariff No. 5 and supplements thereto, and said Olympia Gas Company's proposed tariff No. 6, schedules A, B, and C, be and the same are hereby cancelled.

No. 4541.

The Public Service Commission of Washington, and the City of Tacoma, a Municipality, and the City of Puyallup, a Municipality, Complainants, v. Elmer Dover, Receiver Tacoma Gas Company, Defendant.

Protest increased rates; increases allowed as war measure.

November 30, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the defendant Tacoma Gas Company, Elmer Dover, Receiver, is engaged in the production, manufacture, distribution and sale of gas within the

cities of Tacoma, Puyallup, Ruston, Regents Park, and all of Pierce county outside of the corporate limits of Tacoma, Puyallup, Ruston and Regents Park in the State of Washington, and it is subject to the provisions of chapter 117, Session Laws of 1911 of the State of Washington. That on the 30th day of August, 1912, the Public Service Commission of Washington, for the purposes of taxation, valued the plant of the defendant company at \$1,250,000.00. That since said date, according to the books of said company, there has been added to the plant of said company such property that the net additions, including said sum of \$1,250,000.00 amounted, on October 31, 1917, to \$1,829,176.51.

II.

Income Statement

Operating Income—	1910	1911
Gas operating revenues.....	\$207,652 35	\$278,553 58
Gas operating expenses.....	114,979 22	160,321 72
Net revenue	\$92,673 13	\$118,231 86
Taxes	15,163 23	17,106 46
Operating income	\$77,509 90	\$101,125 40
Non-Operating Income—		
Profit on merchandise sales and jobbing..	\$13,437 69	\$1,992 71
Rent from arc lamps and appliances.....	4,235 25	1,903 65
Interest on deposits.....	4,640 27	60 92
Miscellaneous	743 14	163 72
Non-operating income	\$23,056 35	\$4,121 00
Gross income	\$100,566 25	\$105,246 40
Deduct:		
Profit on merchandise sales and jobbing..	13,437 69	1,992 71
Gross income excluding merchandise • sales and jobbing.....	\$87,128 56	\$103,253 69
Depreciation, 3.5 per cent.....	43,750 00	43,750 00
Amount earned	\$43,378 56	\$59,503 69
Average plant value.....	\$1,250,000 00	\$1,250,000 00
Per cent earned.....	3.47	4.76
Operating Income—	1912	1913
Gas operating revenues.....	\$294,803 40	\$331,345 62
Gas operating expenses.....	172,283 12	184,751 70
Net revenue	\$122,520 28	\$146,593 92
Taxes	23,992 01	23,422 31
Operating income	\$98,528 27	\$123,171 61

Non-Operating Income—

Profit on merchandise sales and jobbing.	\$2,660 21	\$68 51*
Rents from arc lamps and appliances....		720 00
Interest on deposits.....	187 76	.....
Miscellaneous	570 12	162 65
	<hr/>	<hr/>
Non-operating income	\$3,418 09	\$814 14
	<hr/>	<hr/>
Gross income	\$101,946 36	\$123,985 75

Deduct:

Profit on merchandise sales and jobbing..	2,660 21	68 51*
	<hr/>	<hr/>
Gross income excluding merchandise sales and jobbing.....	\$99,286 15	\$124,054 26
Depreciation, 3.5 per cent.....	50,447 66	59,274 13
	<hr/>	<hr/>
Amount earned	\$48,838 49	\$64,780 13
	<hr/>	<hr/>
Average plant value.....	\$1,441,361 80	\$1,693,546 59
	<hr/>	<hr/>
Per cent earned.....	3.36	3.83

Operating Income—

	1914	1915
Gas operating revenues.....	\$314,108 19	\$286,780 87
Gas operating expenses.....	174,559 81	162,999 41
	<hr/>	<hr/>
Net revenue	\$139,548 38	\$123,781 46
Taxes	27,011 26	30,241 90
	<hr/>	<hr/>
Operating income	\$112,537 12	\$93,539 56

Non-Operating Income—

Profit on merchandise sales and jobbing.	\$281 13	\$94 20
Rents from arc lamps and appliances....	60 00	.....
Interest on deposits.....	.....	.....
Miscellaneous	412 10	636 40
	<hr/>	<hr/>
Non-operating income	\$753 23	\$730 60
	<hr/>	<hr/>
Gross income	\$113,290 35	\$94,270 16

Deduct:

Profit on merchandise sales and jobbing..	281 13	94 20
	<hr/>	<hr/>
Gross income excluding merchandise sales and jobbing.....	\$113,009 22	\$94,175 96
Depreciation, 3.5 per cent.....	62,482 10	63,786 72
	<hr/>	<hr/>
Amount earned	\$50,527 12	\$30,399 24
	<hr/>	<hr/>
Average plant value.....	\$1,785,202 91	\$1,822,477 70
	<hr/>	<hr/>
Per cent earned.....	2.83	1.67

* Indicates red figures.

Operating Income—	1916	1917 (10 Mo.)
Gas operating revenues.....	\$274,247 15	\$232,588 68
Gas operating expenses.....	168,636 18	162,898 91
Net revenue	\$105,610 97	\$69,689 77
Taxes	30,800 43	26,923 60
Operating income	\$74,810 54	\$42,766 17
Non-Operating Income—		
Profit on merchandise sales and jobbing..	\$120 53*	\$779 73
Rents from arc lamps and appliances....	.....	.....
Interest on deposits.....	.....	.....
Miscellaneous	680 62	4,125 54
Non-operating income	\$560 09	\$4,905 27
Gross income	\$75,370 63	\$47,671 44
Deduct:		
Profit on merchandise sales and jobbing..	120 53*	779 73
Gross income excluding merchandise sales and jobbing.....	\$75,491 16	\$46,891 71
Depreciation, 3.5 per cent.....	64,291 52	53,580 02
Amount earned	\$11,199 64	\$6,688 31*
Average plant value.....	\$1,836,900 56	\$1,837,029 23
Per cent earned.....	.61	.36*

* Indicates red figures.

III.

Comparison of 1916 and Present Costs Applied to 1916 Operations.

Quantity	1916		PRESENT		GOVERNMENT MAXIMUM		INCREASE	
	Price	Amount	Price	Amount	Price	Amount	Present Over 1916	Govt. Max. Over 1916
Gas coal	\$3 1578	\$40,315 30	\$4 36	\$55,664 12	\$4 75	\$60,843 35	\$15,243 02	\$20,528 05
Bouler fuel—								
Coal.....	1 69	5,340 31	2 36	10,637 76	4 36	13,858 76	5,291 45	8,457 45
Breeze.....	1 00	1,295 00	1 50	1,942 50	1 50	1,942 50	647 50	647 50
Bench and gun rator fuel								
Coke.....	5 00	28,600 00	5 50	31,490 00	5 50	31,490 00	2,890 00	2,890 00
Oil.....	0225	3,481 25	0388	5,845 65	048	7,933 98	2,394 40	3,922 73
Enricher oil.....	0225	21,027 79	0388	35,513 56	048	44,869 20	14,435 79	23,831 47
Totals.....		\$100,845 55		\$141,063 61		\$160,093 75	\$41,013 06	\$60,047 30
Residuals produced—								
Coke.....	\$5 00	\$36,100 00	\$5 50	\$38,610 00	\$5 50	\$38,610 00	\$2,510 00	\$2,510 00
Breeze.....	1 00	1,276 00	1 50	1,914 00	1 50	1,914 00	638 00	638 00
Tar.....	0331	9,673 55	06	15,233 34	06	15,233 34	5,554 78	5,554 78
Ammonia.....	06	1,067 10	06	1,067 10	06	1,067 10	.....	.....
Totals.....		\$47,111 65		\$56,814 44		\$56,814 44	\$9,702 78	\$9,702 78
Net total.....		\$52,693 59		\$84,249 17		\$108,278 21	\$31,315 29	\$50,344 42
Operating labor.....		60,788 94		78,682 08		78,682 08	17,893 14	17,893 14
Commercial and accounting la-								
bor.....		20,565 99		24,541 14		24,541 14	3,975 15	3,975 15
Taxes.....		30,800 43		32,308 22		32,308 22	1,507 79	1,507 79
Totals.....		\$165,089 35		\$210,780 71		\$226,809 35	\$54,691 46	\$73,730 60

IV.

That issued October 25, 1917, to become effective December 1, 1917, the Tacoma Gas Company, by its receiver, Elmer Dover, filed Tariff No. 2, cancelling Tariff No. 1, and containing all the rates, rules and regulations of the company in all places where it furnishes gas at retail, namely, Tacoma, Puyallup, Ruston, Regents Park, and all of Pierce County outside of the corporate limits of Tacoma, Puyallup, Ruston and Regents Park in the State of Washington, carrying the following schedules, to-wit:

TACOMA

For Each 1000 Cubic Feet Used Through One Meter in One Month

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.30	\$0.05	\$1.25
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 40,000 cu. ft.....	.90	.05	.85
Next 50,000 cu. ft.....	.75	.05	.70
All over 100,000 cu. ft.....	.70	.05	.65

PUYALLUP

For Each 1000 Cubic Feet Used Through One Meter in One Month

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.40	\$0.05	\$1.35
Next 5,000 cu. ft.....	1.30	.05	1.25
Next 40,000 cu. ft.....	1.00	.05	.95
Next 50,000 cu. ft.....	.85	.05	.80
All over 100,000 cu. ft.....	.80	.05	.75

RUSTON

For Each 1000 Cubic Feet Used Through One Meter in One Month

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.30	\$0.05	\$1.25
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 40,000 cu. ft.....	.90	.05	.85
Next 50,000 cu. ft.....	.75	.05	.70
All over 100,000 cu. ft.....	.70	.05	.65

REGENTS PARK

For Each 1000 Cubic Feet Used Through One Meter in One Month

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.30	\$0.05	\$1.25
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 40,000 cu. ft.....	.90	.05	.85
Next 50,000 cu. ft.....	.75	.05	.70
All over 100,000 cu. ft.....	.70	.05	.65

ALL OF PIERCE COUNTY

**Outside of the Corporate Limits of Tacoma, Puyallup, Ruston and Regents Park
For Each 1000 Cubic Feet Used Through One Meter in One Month**

Quantity—	Gross	Discount	Net
First 5,000 cu. ft.....	\$1.40	\$0.05	\$1.35
Next 5,000 cu. ft.....	1.30	.05	1.25
Next 40,000 cu. ft.....	1.00	.05	.95
Next 50,000 cu. ft.....	.85	.05	.80
All over 100,000 cu. ft.....	.80	.05	.75

That in addition to the foregoing rates the company sought to impose a "ready to serve" charge of 25 cents per month.

V.

Had said rates become effective and the ready to serve charge been permitted, the estimated income thereunder of the Tacoma Gas Company in 1918 over 1917 would be \$47,984.00.

VI.

On the 16th day of November, 1917, the Public Service Commission of Washington and the city of Tacoma, a municipality, and the city of Puyallup, a municipality, joined in a complaint challenging said proposed rates.

VII.

That the following rates are fair and reasonable but the same are not sufficient to return to the Tacoma Gas Company a reasonable income upon the property used and useful in the furnishing of gas in the places above mentioned. Owing to competitive conditions, recognized by the defendant company, higher rates would not produce additional revenue.

TACOMA, RUSTON AND REGENTS PARK

For Gas Used Through One Meter in One Month

Quantity—	Gross	Discount	Net
0 cu. ft.....	\$0.70	\$0.05	\$0.65
100 cu. ft.....	.70	.05	.65
200 cu. ft.....	.80	.05	.75
300 cu. ft.....	.90	.05	.85
400 cu. ft.....	1.00	.05	.95
500 cu. ft.....	1.10	.05	1.05
600 cu. ft.....	1.20	.05	1.15
700 cu. ft.....	1.30	.05	1.25
800 cu. ft.....	1.40	.05	1.35
900 cu. ft.....	1.50	.05	1.45
1,000 cu. ft.....	1.55	.05	1.50
	Per M	Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.45	.05	1.40
Next 1,000 cu. ft.....	1.40	.05	1.35
Next 1,000 cu. ft.....	1.35	.05	1.30
Next 1,000 cu. ft.....	1.30	.05	1.25
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 40,000 cu. ft.....	.90	.05	.85
Next 50,000 cu. ft.....	.75	.05	.70
All over 100,000 cu. ft.....	.70	.05	.65

PUYALLUP AND PIERCE COUNTY

**Outside of the Corporate Limits of Tacoma, Ruston and Regents Park
For Gas Used Through One Meter in One Month**

Quantity—	Gross	Discount	Net
0 cu. ft.....	\$0.70	\$0.05	\$0.65
100 cu. ft.....	.70	.05	.65
200 cu. ft.....	.80	.05	.75
300 cu. ft.....	.90	.05	.85
400 cu. ft.....	1.00	.05	.95
500 cu. ft.....	1.10	.05	1.05
600 cu. ft.....	1.20	.05	1.15
700 cu. ft.....	1.30	.05	1.25
800 cu. ft.....	1.40	.05	1.35
900 cu. ft.....	1.50	.05	1.45
1,000 cu. ft.....	1.55	.05	1.50
	Per M	Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.55	.05	1.50
Next 1,000 cu. ft.....	1.50	.05	1.45
Next 1,000 cu. ft.....	1.45	.05	1.40
Next 1,000 cu. ft.....	1.40	.05	1.35
Next 5,000 cu. ft.....	1.30	.05	1.25
Next 40,000 cu. ft.....	1.00	.05	.95
Next 50,000 cu. ft.....	.85	.05	.80
All over 100,000 cu. ft.....	.80	.05	.75

VIII.

That under the rates named in the foregoing paragraph the estimated earnings of the defendant company in 1918 over 1917 will be \$44,000.00.

Wherefore, It Is Ordered, That the rates named in paragraph VII hereof be and the same are hereby approved as fair and reasonable. It is further ordered that defendant's Tariff No. 2, issued October 25, 1917, to become effective December 1, 1917, be and the same is hereby cancelled.

No. 4542.

The City of Everett, a Municipal Corporation, Complainant, v. Puget Sound Gas Company, a Corporation, Respondent.

Protest against increased gas rates; rates suspended; increases allowed.

November 30, 1917, the Commission entered the following Order:

Order of Suspension.

It appearing to the Commission that on the 27th day of October, 1917, the above named defendant, Puget Sound Gas Company, filed with this Commission its Tariff No. 3, W. P. S. C. No. 3, issued October 25, 1917 (which is by reference made a part hereof) to become effective December 1, 1917; that if said Tariff No. 3 be permitted to become effective it will have the effect of increasing gas rates heretofore charged by said defendant. A complaint has been made to the Commission by the city of Everett charging that the rates named in said Tariff No. 3 are unjust, unfair, unreasonable and excessive and that the proposed advances contained therein are unjust, unfair, unreasonable and excessive.

The Commission on November 28, 1917, held a hearing concerning the granting of the increase sought in said Tariff No. 3.

It Is Therefore Ordered, That the operation of all rates named in said Tariff No. 3 be, and the same are hereby suspended for a period of ten days from the time the same would have otherwise gone into effect, that is ten days from December 1, 1917.

December 7, 1917, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the city of Everett is a municipal corporation.

II.

That the Puget Sound Gas Company is a corporation, operating, managing and controlling a gas plant and is engaged in the manufacture, distribution and sale of gas within the corporate limits of Everett, Snohomish and Monroe, and Snohomish County outside the corporate limits of said cities.

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III.

That the cost of property of said respondent is as follows:

EVERETT	Northwest Lt. & Pr. Company Jan. 30, 1910	1910	1911	1912	1913	1914	1915	1916	10 Months 1917	Total
Organization.....		\$4,261 68	\$5,767 34	\$437 24						\$10,456 26
Franchises.....										16,611 20
Lands and buildings.....		11,744 36	26,428 09	531 08	\$269 68	\$57 00	\$293 76	\$1,006 07	\$102 21	56,682 24
Property and plant.....		1,141 54	960 20	1,802 47	44,344 82*					63,170 28
Water gas plant.....		121,217 44	40,415 01	899 46	294 92	37 08	636 36	94 67		163,614 92
Distribution mains.....		105,607 36	146,676 09	7,962 00	9,795 05*	2,873 88	2,720 04	977 95	1,265 82	257,777 09
Services.....		24,474 60	71,249 21	20,086 37	3,622 28	2,909 06	1,975 62	1,480 85	1,228 69	126,926 70
Meters and service regulators.....		12,157 17	26,971 82	797 59	2,756 08*	499 19	243 16	93 39*	240 64	58,061 10
Commercial lamps and equipment.....		4,110 88	11,252 24	1,232 36	1,630 57*	97 81	1 70*	11 08*	14,169 94*	900 00
Municipal lamps and equipment.....		1,059 81	814 30	186 78	229 70*					1,829 69
Utility equipment.....		3,851 59	2,528 40	1,413 62	5,304 60*	158 56*	951 11*	196 66		1,575 00
Miscellaneous equipment.....		690 95	618 56	236 27	715 85*	352 82	34 30*	10 01		1,979 56
Furniture and office appliances.....		5,679 23	6,504 55	759 38	8,815 24*	34 36	32 92*	1 57		5,874 88
Miscellaneous expenditures.....		1,738 68	5 18		1,743 86*					
Total Everett.....	\$137,941 64	\$297,724 79	\$340,170 99	\$36,463 61	\$71,243 89*	\$6,202 16	\$4,806 89	\$3,662 31	\$11,333 08	\$744,457 42
Cumulative totals.....		\$435,606 43	\$775,837 42	\$812,301 03	\$741,057 14	\$747,259 30	\$752,128 19	\$755,790 50	\$744,457 42	

* Indicates red figures.

III.—Continued.

SNOHOMISH	Northwest Lt. & Pr. Company Jan. 30, 1910	1910	1911	1912	1913	1914	1915	1916	10 Months 1917	Total
Land and buildings.....	.....	.....	\$316 76	\$120 76	\$6 55*	.....	.....	.....	.....	\$430 97
Transmission mains.....	.....	.....	.....	.....	3,122 72	\$46 15	\$412 13	\$438 92	.....	4,019 92
Distribution mains.....	\$1,225 22	\$33,639 73	\$31,511 75	1,192 35	797 47	.....	15 62	51 79	.....	68,463 93
Services.....	683 23	2,039 76	14,529 83	4,446 59	807 60	72 46	113 36	128 90	\$32 73	22,854 46
Meters and service regulators.....	.....	1,547 00	1,589 75	1,522 20	1,547 50	10 90	19 34	23 95	1 00	6,261 64
Commercial lamps and equipment.....	.....	740 01	227 93	29 40*	108 36*	6 28*	24 00*	.....	789 90*	.....
Furniture and office appliances.....	.....	.....	1,691 60	.....	849 35*	.....	60 00*	.....	.....	782 25
Total Snohomish.....	\$1,908 45	\$37,996 50	\$49,867 62	\$7,252 50	\$5,311 03	\$123 23	\$476 45	\$643 56	\$766 17*	\$102,813 17
Cumulative totals.....	.....	\$39,904 95	\$89,772 57	\$97,025 07	\$102,336 10	\$102,459 83	\$102,935 78	\$103,579 34	\$102,813 17	.....
MONROE	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Land and buildings.....	.....	.....	\$72 62	.....	.....	.....	.....	.....	.....	\$72 62
Distribution mains.....	.....	.....	18,249 02	\$2,096 96	\$102 07*	\$79 94	.....	.....	.....	20,323 87
Services.....	.....	.....	10,229 71	4,026 76	384 01	73 28	\$125 96	\$41 57	\$12 45	14,898 74
Meters and service regulators.....	.....	.....	1,760 61	983 20	962 80	25 78	46 11	6 41	2 00	8,786 91
Furniture and office appliances.....	.....	.....	.....	.....	686 00	21 82*	.....	112 30*	.....	551 86
Total Monroe.....	.....	.....	\$30,311 96	\$7,106 94	\$1,930 74	\$157 18	\$172 07	\$64 32*	\$14 45	\$39,629 02
Cumulative totals.....	.....	.....	.....	\$37,418 90	\$39,349 64	\$39,506 82	\$39,678 89	\$39,614 57	\$39,629 02	.....
Total entire property.....	\$189,850 09	\$335,721 29	\$420,350 57	\$50,823 05	\$64,002 12*	\$6,482 57	\$5,517 41	\$4,241 55	\$12,084 90*	\$886,899 61
Cumulative totals.....	.....	\$475,571 86	\$895,921 95	946,744 00	\$882,741 86	\$889,224 45	\$894,741 86	\$896,983 41	\$886,899 61	.....

* Indicates red figures.

IV.

That the income of respondent company is as follows:

	1910	1911	1912	1913	1914	1915	1916	10 Months 1917
OPERATING INCOME—								
Gas operating revenues.....	\$35,163 60	\$67,526 27	\$82,142 30	\$87,076 98	\$76,926 59	\$67,015 29	\$66,575 72	\$53,939 89
Gas operating expenses.....	26,134 92	86,925 19	50,958 20	59,017 43	52,624 69	48,715 92	49,384 45	42,066 75
Net revenue.....	\$9,028 68	\$30,601 08	\$31,184 10	\$28,059 55	\$24,301 90	\$18,299 37	\$17,191 27	\$11,862 64
Taxes.....	1,442 60	3,224 96	12,890 85	11,820 85	9,212 65	8,620 01	9,339 93	6,722 00
Operating income.....	\$7,586 08	\$27,376 12	\$18,293 25	\$16,238 70	\$15,089 25	\$9,679 36	\$7,851 34	\$5,140 64
NON-OPERATING INCOME—								
Profit on merchandise sales and jobbing.....	\$2,632 26	\$1,432 83	\$1,014 29	\$1,298 08	\$591 25	\$185 88	\$373 98	\$680 42
Rent from arc lamps and appliances.....	.....	.....	.....	26 00	23 70	.....	.....	.....
Interest income.....	72 13	725 93	89 90	6 47	.....	.....	.....	.....
Miscellaneous.....	6 20	262 90	59 30	.....	3 00	.....	.....	66 44
Non-operating income.....	\$2,710 59	\$2,421 69	\$1,163 49	\$1,830 55	\$617 95	\$185 88	\$373 98	\$746 86
Gross income.....	\$10,296 67	\$29,797 81	\$19,456 74	\$17,569 25	\$15,707 20	\$9,865 24	\$8,225 32	\$5,837 50
Deduct—								
Profit on merchandise sales and jobbing.....	2,632 26	1,432 83	1,014 29	1,298 08	591 25	185 88	373 98	680 42
Gross income, excluding merchandise sales and jobbing.....	\$7,664 41	\$28,364 96	\$18,442 45	\$16,271 17	\$15,115 95	\$9,679 36	\$7,851 34	\$5,207 08
Depreciation, 3 per cent.....	14,267 14	26,877 65	28,402 32	26,482 25	26,676 73	26,842 26	26,969 50	21,285 59
Amount earned.....	\$6,602 73*	\$1,487 30	\$9,959 87*	\$10,211 08*	\$11,560 78	\$17,162 90*	\$19,118 16*	\$16,078 51*
Average plant value.....	\$475,571 88	\$685,746 66	\$921,332 97	\$914,742 94	\$885,988 17	\$891,983 15	\$896,862 64	\$892,941 51
Per cent. earned.....	1.39*	.22	1.08*	1.12*	1.30*	1.92*	2.13*	2.17*

* Indicates red figures.

V.

That the revenue of respondent company has been received from the following sources:

	1910	1911	1912	1913	1914	1915	1916	10 Months 1917
Gas sales ordinary, Everett.....	\$35,404 67	\$37,275 70	\$35,763 91	\$42,677 33	\$37,620 91	\$35,171 11	\$36,513 10	\$30,042 04
Gas sales prepay, Everett.....	.....	15,900 60	23,856 93	29,620 65	25,677 40	19,940 05	19,059 57	15,405 99
Forfeited discounts.....	380 23	391 75	353 19	400 43	461 05	453 02	417 51	307 80
Flat rate.....	.....	.....	.....	.....	890 98	497 00	354 00	183 00
Free appliance resales profit.....	411 52	223 32	.....	.....	.....	.....	.....	.....
Profit on merchandise sales and jobbing.....	3,220 74	1,210 54	1,014 29	1,296 09	591 25	185 88	373 03	680 43
Rents from area and appliances.....	.....	.....	.....	26 00	23 70	.....	.....	.....
Interest income and cash discounts.....	72 13	725 93	39 50	6 47	.....	.....	.....	.....
Miscellaneous cash receipts.....	6 20	252 90	59 30	.....	3 00	.....	.....	66 44
Total revenue.....	\$38,535 49	\$59,077 74	\$57,124 52	\$74,034 95	\$65,253 99	\$55,249 09	\$56,723 16	\$46,030 69
Less discounts and adjustments, sundry.....	452 25	80 95	80 03	207 79	.....	.....	.....	.....
Less discounts and adjustments, gas.....	239 05	252 79	131 02	163 77	176 55	124 11	112 90	55 13
Gross revenue.....	\$37,874 19	\$58,744 02	\$56,923 47	\$73,663 40	\$65,092 34	\$55,124 95	\$56,510 26	\$46,035 56
Gas sales ordinary, Snohomish.....	.....	\$4,050 06	\$3,992 06	\$3,340 95	\$3,334 30	\$3,766 18	\$3,037 09	\$2,550 81
Gas sales prepay, Snohomish.....	.....	5,185 35	6,302 19	5,310 30	4,223 30	3,036 17	2,525 91	1,959 00
Forfeited discounts.....	.....	61 73	34 13	21 89	26 14	29 04	23 98	23 00
Total revenue.....	.....	\$9,245 19	\$10,328 38	\$9,173 14	\$7,584 33	\$6,841 39	\$5,583 98	\$4,532 81
Less discounts and adjustments, gas.....	.....	78 05	23 27	25 83	50 05	.....	.....	.....
Total gross revenue.....	.....	\$9,175 11	\$10,300 11	\$9,147 30	\$7,533 67	\$6,841 39	\$5,583 98	\$4,532 81
Gas sales ordinary, Monroe.....	.....	\$715 70	\$2,747 04	\$3,991 07	\$3,051 37	\$2,725 95	\$2,733 05	\$3,179 12
Gas sales prepay, Monroe.....	.....	1,317 05	3,344 59	2,607 75	1,823 89	1,486 56	1,239 00	1,011 25
Forfeited discounts.....	.....	4 25	15 47	18 71	33 68	22 32	20 51	18 51
Total revenue.....	.....	\$2,037 00	\$6,107 10	\$5,617 53	\$4,923 94	\$4,234 83	\$4,045 46	\$3,207 88
Less discounts and adjustments, gas.....	.....	5 17	24 89	20 00	5 41	.....	.....	.....
Total gross revenue.....	.....	\$2,028 83	\$6,082 21	\$5,596 57	\$4,918 53	\$4,234 83	\$4,045 46	\$3,207 88
GRAND TOTALS.....	\$37,874 19	\$59,047 95	\$58,805 79	\$73,407 53	\$67,544 54	\$57,361 17	\$58,049 70	\$48,670 25

VI.

That the operating expenses of respondent company are as follows:

COST OF PRODUCTION	1910	1911	1912	1913	1914	1915	1916	10 Months 1917
Gas plant wages.....	\$3,788 43	\$2,813 17	\$2,663 12	\$3,363 50	\$2,753 20	\$2,797 99	\$2,964 30	\$2,779 79
Coal carbonized, coal gas.....	8,020 09							
Bench and general fuel, coal gas, coke.....	2,897 99							
Bench and general fuel, water gas, coke.....	2,810 45	9,005 79	13,066 94	13,337 26	12,175 95	10,117 71	11,148 12	10,962 67
Enricher oil.....	3,112 84	10,389 44	9,882 21	10,302 38	8,809 74	7,711 03	7,415 72	5,587 23
Boller, engine and shop labor.....	362 70	976 17	1,665 34	1,733 45	1,867 63	1,247 51	1,285 84	1,179 68
Boller fuel.....	421 74	1,135 08	1,936 44	2,088 84	1,833 27	1,779 67	1,739 43	2,094 09
Water.....	59 04	158 91	271 10	251 55	261 89	260 94	256 42	277 54
Miscellaneous supplies and expenses.....	184 76	61 23	155 57	562 82	607 31	647 02	930 33	445 09
Residual expense.....				293 05	218 65	1,888 86	1,158 96	478 28
Total production cost.....	\$21,157 54	\$24,039 79	\$29,640 72	\$31,962 85	\$28,027 64	\$25,950 73	\$26,849 12	\$23,804 37
Less residuals, coke.....	\$4,552 92							
Less residuals, tar.....	834 80			2,277 29	\$2,843 61	\$4,178 48	\$3,844 35	\$4,229 24
Gas charged to other departments.....				198 43	632 07	593 31	590 13	524 83
Total residuals and deductions.....	\$5,387 72			\$2,475 72	\$3,475 68	\$4,771 79	\$4,434 48	\$4,754 07
Total operation.....	\$15,769 82	\$24,039 79	\$29,640 72	\$29,507 13	\$24,551 96	\$21,178 94	\$21,914 64	\$19,050 30
Maintenance—								
Maintenance of buildings and fixtures.....	\$21 90		\$10 94	\$17 31	\$1 50	\$17 61	\$467 87	\$77 28
Maintenance of gas plant.....	54 64	\$9 90	723 71	1,303 78	1,641 35	1,890 74	1,592 32	3,431 90
Total maintenance.....	\$76 54	\$9 90	\$734 65	\$1,321 09	\$1,642 85	\$1,908 35	\$2,060 19	\$3,509 18
Net cost of production.....	\$15,846 36	\$24,049 69	\$30,375 37	\$30,828 22	\$26,194 81	\$23,087 29	\$23,974 83	\$22,559 48

VI.—Continued.

COST OF DISTRIBUTION		1910	1911	1912	1913	1914	1915	1916	10 Months 1917
Miscellaneous distribution labor.....					\$1,258 99	\$1,313 98	\$1,497 65	\$1,294 67	\$1,036 56
Services.....					146 61	223 85	211 58	509 76	343 67
Meter and service regulators.....		\$146 58	\$108 44	\$623 74	\$1,601 48	1,838 73	1,833 99	2,008 65	1,677 86
Consumers' installations.....		358 40	155 12	1,137 71	1,734 33	2,000 22	1,842 15	2,253 67	1,938 72
Miscellaneous supplies and expense.....		482 81		149 76	817 19	1,117 10	1,117 04	1,208 10	1,278 15
Maintenance boosters and regulators.....					21 89			6 75	
Maintenance of mains.....		2 15			136 53	191 73	451 79	884 55	210 08
Maintenance of services.....		26 04			123 03	105 14	97 14	189 55	142 65
Maintenance meter and service regulators.....		30 30			38 84	55 31	94 98	932 67	950 25
Maintenance arc lamps.....		946 62	1,271 82	2,668 76	4,359 55	3,380 27	2,794 48	2,384 10	1,774 17
Total distribution costs.....		\$1,992 90	\$1,535 38	\$5,044 65	\$9,738 44	\$10,276 28	\$9,940 80	\$11,122 47	\$9,252 11
COMMERCIAL—									
Office salaries and expense.....		\$2,419 74	\$3,136 49	\$4,244 50	\$5,363 50	\$5,049 91	\$4,535 63	\$4,503 59	\$3,527 29
New business salaries and expense.....		225 00	272 50	332 73	910 43	908 09	933 52	551 04	379 23
Advertising.....		225 35	272 50	332 73	440 82	532 59	264 92	271 45	160 10
Office supplies and expense.....		607 70	796 04	1,162 80	1,433 25	834 23	604 00	629 99	724 78
Total commercial expense.....		\$3,477 79	\$4,477 53	\$6,072 76	\$8,148 00	\$7,224 87	\$6,338 07	\$5,956 07	\$4,791 40
GENERAL—									
Salaries and expenses of general officers.....		\$1,275 00	\$1,060 00	\$1,187 33	\$2,364 16	\$2,513 25	\$2,601 23	\$2,557 75	\$1,569 50
Salaries and expenses general office clerks.....		517 40	640 91	816 53	751 53	686 11	637 59	562 92	280 28
Printing, stationery and office supplies.....		107 24	140 43	205 20	188 97	145 93	113 90	132 24	134 01
General office expense.....		857 13	1,265 37	3,621 74	3,743 30	2,871 93	2,345 29	2,660 24	1,905 98
Law expense, general.....		200 00	250 00	227 00	320 00	483 10	565 50	540 15	91 50
Injuries and damages.....		37 80		72 50	26 15	15 00	1,259 43	171 29	7 85
Insurance.....		818 94	1,288 14	1,231 94	869 12	964 93	620 55	583 81	511 07
General office rent.....		720 00	540 00	476 00	456 00	669 30	632 70	590 25	498 75

VI.—Concluded.

	1910	1911	1912	1913	1914	1915	1916	10 Months 1917
GENERAL—Concluded—								
Store room expense.....	\$16 40	\$6 00	\$232 80	\$1,020 86	.....	.....	.....	.....
Bad debt account.....	2 75	143 29	427 91	432 65	\$385 04	\$351 70	\$332 98	\$269 64
Stale.....	87 90	30 00	755 97	45 75	143 34	155 40	157 40	122 45
Free appliances.....	227 31	1,498 40	143 80	.....	.....	.....	.....	.....
Maintenance general office buildings, fixtures and grounds.....	.....	.....	116 70	78 28	50 75	66 49	29 05	62 73
Total general expense.....	\$4,817 87	\$6,862 59	\$9,465 42	\$10,302 77	\$8,928 73	\$9,349 76	\$8,331 08	\$5,463 76
Taxes.....	1,442 60	3,224 96	12,890 85	11,820 85	9,212 65	8,620 01	9,339 93	6,722 00
Total general expense and taxes.....	\$6,260 47	\$10,087 55	\$22,356 27	\$22,123 62	\$18,141 38	\$17,969 77	\$17,671 01	\$12,185 76
Total expense.....	\$27,577 52	\$40,150 15	\$63,849 05	\$70,838 28	\$61,837 34	\$57,235 98	\$58,724 33	\$48,788 75

VII.

That the operating expense in cents per 1000 cubic feet of gas sold is as follows:

	1911	1912	1913	1914	1915	1916	10 Months 1917
All expense (M. cubic feet sold).....	\$0.7967	\$0.9921	\$1.0341	\$1.0203	\$1.0749	\$1.0797	\$1.0946

VIII.

That an analysis of gas sales during year ending December 31, 1916, for Everett, Snohomish and Monroe is as follows:

EVERETT

Range of Average Monthly Consumption of Consumers in Groups (Cubic Feet)	Actual Average Consumption per Month Through-out Year (Cubic Feet)	Actual Average Consumption per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group	Total Consumption Groups	Cumulative Percentage
0 to 400	275	195,930	713	5.23	5.23
500 to 1,000	706	670,270	949	23.14	28.37
1,100 to 1,500	1,276	427,700	335	24.56	52.93
1,600 to 2,000	1,807	327,010	181	48.29	101.22
2,100 to 2,500	2,202	246,540	109	49.37	150.59
2,600 to 3,000	2,709	181,500	60	54.72	205.31
3,100 to 3,500	3,231	119,540	37	57.91	263.22
3,600 to 4,000	3,781	88,550	24	60.37	323.59
4,100 to 4,500	4,337	95,411	22	62.82	386.41
4,600 to 5,000	4,823	77,170	16	64.88	450.29
5,100 to 5,500	5,304	59,010	11	66.46	516.75
5,600 to 6,000	5,800	50,400	9	67.81	584.56
6,100 to 6,500	6,160	34,480	5.6	68.73	653.29
6,600 to 7,000	6,740	35,710	5.3	69.68	722.97
7,100 to 7,500	7,210	36,050	5	70.64	793.61
7,600 to 8,000	7,803	31,211	4	71.47	865.08
8,100 to 9,000	8,035	56,450	7	72.90	937.98
9,100 to 10,000	9,550	53,480	5.6	74.42	1,012.40
10,100 to 12,500	10,313	97,310	9	77.02	1,089.42
12,600 to 15,000	12,800	74,650	5.4	79.01	1,168.43
15,100 to 17,500	15,650	62,610	4	80.68	1,249.11
17,600 to 20,000	17,740	53,220	3	82.10	1,331.21
20,100 to 25,000	22,735	45,470	2	83.33	1,414.54
25,100 to 40,000	29,602	149,460	5	87.28	1,501.82
40,100 to 100,000	52,800	816,810	6	93.46	1,695.28
All over 100,000	159,580	159,520	1	94.30	1,800.00
.....	.....	3,744,462	2,840.9	100.00	100.00

VIII.—Continued.
SNOHOMISH

Range of Average Monthly Consumption of Consumers in Groups (Cubic Feet)	Actual Average Consumption per Month Through- out Year (Cubic Feet)	Actual Average Consumption per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group
0 to 400	270	28,670	106
500 to 1,000	778	101,160	142
1,100 to 1,500	1,252	62,620	50
1,600 to 2,000	1,769	40,490	29
2,100 to 2,500	2,325	33,690	14
2,600 to 3,000	2,857	28,670	10
3,100 to 3,500	3,243	21,080	6.8
3,600 to 4,000	3,992	15,970	4
4,100 to 4,500	3,150	12,450	8
4,600 to 5,000	4,515	9,150	1.9
5,100 to 5,500	6,360	4,820	.9
5,600 to 6,000	5,710	3,490	.6
6,100 to 6,500	6,150	3,090	.6
6,600 to 7,000	6,876	564	.0
7,100 to 7,500	7,480	1,870	.3
7,600 to 8,000	7,650	650	.0
8,100 to 9,000	8,890	1,490	.1
9,100 to 10,000	9,770	830	.0
10,100 to 12,500	11,390	2,844	.2
12,600 to 15,000	12,550	1,092	.0
.....	.....	374,040	363.6

VIII.—Concluded.

MONROE

Range of Average Monthly Consumption of Consumers in Groups (Cubic Feet)	Actual Average Consumption per Consumer per Month Through- out Year (Cubic Feet)	Actual Average Consumption per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group	Percentage of Total Number of Consumers Represented by Groups	
				Group Percentage	Cumula- tive Percent
0 to 400	284	13,067	46	23.032	23.032
500 to 1,000	702	49,133	70	35.934	58.966
1,100 to 1,500	1,279	58,267	30	15.420	74.386
1,600 to 2,000	1,785	32,684	15.6	9.513	83.900
2,100 to 2,500	2,230	26,567	11.6	5.935	89.835
2,600 to 3,000	2,900	18,436	6.6	3.393	93.228
3,100 to 3,500	3,478	10,433	3	1.543	94.771
3,600 to 4,000	3,923	11,775	3	1.543	96.314
4,100 to 4,500	4,239	6,766	1.6	.822	97.136
4,600 to 5,000	4,613	5,542	1.2	.617	97.753
5,100 to 5,500	5,430	3,535	.65	.334	98.087
5,600 to 6,000	5,803	3,533	.65	.330	98.417
6,100 to 6,500	6,399	2,575	.42	.210	98.627
6,600 to 7,000	6,575	1,100	.16	.083	98.710
9,100 to 10,000	9,475	758	.08	.041	98.751
20,100 to 25,000	23,630	4,017	.17	.087	98.838
25,100 to 40,000	32,810	21,353	.67	.345	99.183
40,100 to 100,000	43,800	7,242	.17	.087	100.000
.....	.....	257,925	194.48	100.000	.....

IX.

That the respondent company has failed to earn operating expenses and taxes, including depreciation at 3 per cent on the cost of property.

X.

That the respondent company earned in the year 1916 over and above operating expenses and taxes \$7,851.34, and for the ten months of 1917, \$5,207.08.

XI.

That the funded debt of the respondent company is \$762,000.00.

XII.

That the present schedule of rates does not produce sufficient revenue to properly maintain the service.

XIII.

That the following rates are fair and reasonable, but the sums are not sufficient to return to the Puget Sound Gas Company a reasonable return upon the property used and useful in the furnishing of gas in the places above mentioned. Owing to conditions recognized by the company higher rates would not produce additional revenue:

	Gross	Discount	Net
First 100 cu. ft. or less.....	\$0.50	.....	\$0.50
First 200 cu. ft.....	.70	\$0.05	.65
First 300 cu. ft.....	.80	.05	.70
First 400 cu. ft.....	.90	.05	.85
First 500 cu. ft.....	1.05	.05	1.00
First 600 cu. ft.....	1.20	.05	1.15
First 700 cu. ft.....	1.35	.05	1.30
First 800 cu. ft.....	1.45	.05	1.40
First 900 cu. ft.....	1.55	.05	1.50
First 1,000 cu. ft.....	1.65	.05	1.60
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Next 4,000 cu. ft.....	1.45	.05	1.40
Next 5,000 cu. ft.....	1.20	.05	1.15
Next 40,000 cu. ft.....	.90	.05	.85
Next 50,000 cu. ft.....	.75	.05	.70
All over 100,000 cu. ft.....	.70	.05	.65

A quantity discount of 20 per cent from bill will be allowed where a single consumer's monthly bill is 150,000 cubic feet or more.

The above discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Wherefore, It Is Ordered, That the rates named in paragraph XIII hereof be and the same are hereby approved as fair and reasonable, and the Puget Sound Gas Company shall immediately file with this Commission, and put into effect, as of date December 10, 1917, a schedule of rates and charges for the cities of Everett, Snohomish, and Monroe and Snohomish County outside the corporate limits of said cities, set forth in paragraph XIII of the foregoing findings, and all tariffs in conflict herewith are hereby canceled.

Nos. 4559 and 4561.

The City of Centralla, a Municipal Corporation, and the City of Chehalis, a Municipal Corporation, Complainant, v. The North Pacific Public Service Company, a Corporation, Respondent.

Increased gas rates; order of suspension; order allowing increases.

December 27, 1917, the Commission issued the following

Suspension Order.

It appearing to the Commission that on the 6th day of December, 1917, the above named defendant, the North Pacific Public Service Company, filed with this Commission its Tariff Supplement No. 2 to Tariff No. 1, W. P. S. C. No. 1, issued November 30, 1917 (which is by reference made a part hereof), to become effective January 1, 1918; that if said Tariff Supplement No. 2 be permitted to become effective it will have the effect of increasing gas rates heretofore charged by said defendants.

A complaint has been made to the Commission by the city of Centralla and by the city of Chehalis, charging that the rates named in said Tariff Supplement No. 2 are unjust, unfair, unreasonable and excessive, and that the proposed advances contained therein are unjust, unfair, unreasonable and excessive.

Such complaints having been made and the Commission being unable to complete its investigation prior to the date the proposed tariff would become effective,

It Is Therefore Ordered, That the operation of all rates and rules named in said Tariff Supplement No. 2 to North Pacific Public Service Company's Tariff No. 1, W. P. S. C. No. 1, be, and the same are hereby suspended for a period of thirty days from the time the same would otherwise have gone into effect, that is thirty days from January 1, 1918.

January 29, 1918, the Commission entered the following Findings and Order in Cause No. 4559:

Findings of Fact.

I.

That the North Pacific Public Service Company is a corporation engaged in the manufacture, distribution and sale of gas in the city of Centralla, Lewis County, Washington.

II.

That the property of the respondent company has never been valued by this Commission.

III.

That the financial showing of the respondent is such that we would not be justified in expending the people's money in making a valuation.

IV.

That the said company has never paid a dividend on its capital stock, nor earned enough to pay all interests due on its just liabilities.

V.

That during the years 1915 to date, its operating income has scarcely been sufficient to meet its operating expenses, with allowance made for depreciation upon the physical property.

VI.

That the testimony clearly shows, providing present war conditions remain, that the cost of operating the respondent's property for 1918 over 1916 will be \$6,889.52, and that the increase in revenues to the respondent company if its proposed schedule Supplement No. 2 to Tariff No. 1 of gas rates be permitted will be \$3,085.20, a deficiency of \$3,804.32. There is nothing to lead us to believe that this deficiency will be made up from increased gas sales for current year. For these reasons we have concluded to permit the respondent's tariff Supplement No. 2 to Tariff No. 1, except the minimum charge provision, to become effective February 1, 1918, under which the rates will be as follows:

Quantity—	Gross	Discount	Net
0 cu. ft.....	\$0.75	.....	\$0.75
100 cu. ft.....	.75	.....	.75
200 cu. ft.....	.80	\$0.05	.75
300 cu. ft.....	.85	.05	.80
400 cu. ft.....	.90	.05	.85
500 cu. ft.....	1.05	.05	1.00
600 cu. ft.....	1.25	.05	1.20
700 cu. ft.....	1.40	.05	1.35
800 cu. ft.....	1.55	.05	1.50
900 cu. ft.....	1.70	.05	1.65
1,000 cu. ft.....	1.85	.05	1.80
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Next 4,000 cu. ft.....	1.70	.05	1.65
Next 5,000 cu. ft.....	1.60	.05	1.55
Next 5,000 cu. ft.....	1.50	.05	1.45
Over 15,000 cu. ft.....	.85	.05	.80

The above discount will be allowed only when payment is received within ten days from date of bill, and failure to receive bill will not entitle consumer to discount.

Wherefore, It Is Ordered, That the protest of the complainant herein be denied and the schedule of the respondent company be, and the same is permitted to become effective February 1, 1918.

January 29, 1918, the Commission entered the following Findings and Order in Cause No. 4561:

Findings of Fact.

I.

That the North Pacific Public Service Company is a corporation engaged in the manufacture, distribution and sale of gas in the city of Chehalis, Lewis County, Washington.

II.

That the property of the respondent company has never been valued by this Commission.

III.

That the financial showing of the respondent is such that we would not be justified in expending the people's money in making a valuation.

IV.

That the said company has never paid a dividend on its capital stock, nor earned enough to pay all interests due on its just liabilities.

V.

That during the years 1915 to date, its operating income has scarcely been sufficient to meet its operating expenses, with allowance made for depreciation upon the physical property.

VI.

That the testimony clearly shows, providing present war conditions remain, that the cost of operating the respondent's property for 1918 over 1916 will be \$6,889.52, and that the increase in revenues to the respondent company if its proposed schedule Supplement No. 2 to Tariff No. 1 of gas rates be permitted will be \$3,085.20, a deficiency of \$3,804.32. There is nothing to lead us to believe that this deficiency will be made up from increased gas sales for current year. For these reasons we have concluded to permit the respondent's tariff Supplement No. 2 to Tariff No. 1, except the minimum charge provision, to become effective February 1, 1918, under which the rates will be as follows:

Quantity—	Gross	Discount	Net
0 cu. ft.....	\$0.75	.....	\$0.75
100 cu. ft.....	.75	.....	.75
200 cu. ft.....	.80	\$0.05	.75
300 cu. ft.....	.85	.05	.80
400 cu. ft.....	.90	.05	.85
500 cu. ft.....	1.05	.05	1.00
600 cu. ft.....	1.25	.05	1.20
700 cu. ft.....	1.40	.05	1.35
800 cu. ft.....	1.55	.05	1.50
900 cu. ft.....	1.70	.05	1.65
1,000 cu. ft.....	1.85	.05	1.80
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Next 4,000 cu. ft.....	1.70	.05	1.65
Next 5,000 cu. ft.....	1.60	.05	1.55
Next 5,000 cu. ft.....	1.50	.05	1.45
Over 15,000 cu. ft.....	.85	.05	.80

The above discount will be allowed only when payment is received within ten days from date of bill, and failure to receive bill will not entitle consumer to discount.

Wherefore, It Is Ordered, That the protest of the complainant herein be denied and the schedule of the respondent company be, and the same is permitted to become effective February 1, 1918:

No. 4591.

The Public Service Commission of Washington ex rel. Walla Walla Commercial Club, Complainant, v. The Pacific Power & Light Company, Respondent.

Increased gas rates; ordered suspended pending hearing; increased rates allowed.

January 28, 1918, the Commission entered the following

Suspension Order.

It appearing to the Commission that on the 31st day of December, 1917, the above named defendant, the Pacific Power & Light Company, filed with this Commission its tariff Supplement No. 1 to Tariff No. 52, being Supple-

ment No. 1 to W. P. S. C. No. 41, issued July 1st, 1917, which is by reference made a part hereof, naming gas rates for the city of Walla Walla and Walla Walla County outside the city limits of the city of Walla Walla, to become effective January 31st, 1918;

That if said tariff Supplement No. 1 be permitted to become effective it will have the effect of increasing gas rates heretofore charged by said defendants;

A complaint has been made to the Commission by the Walla Walla Commercial Club, charging that the rates named in said tariff supplement No. 1 are unreasonable and discriminatory;

Such complaint having been made, and the Commission being unable to complete its investigation prior to the date the proposed tariff would become effective,

It Is Therefore Ordered, That the operation of all rates and rules named in said tariff Supplement No. 1 to Pacific Power & Light Company's Tariff No. 52, being W. P. S. C. No. 41, as affecting the city of Walla Walla and the county of Walla Walla outside of the corporate limits of the city of Walla Walla, be and the same are hereby suspended for a period of thirty (30) days from the time same would have otherwise gone into effect, that is thirty days from January 28, 1918.

February 26, 1918, the following Findings and Order were entered:

Findings of Fact.

I.

That the city of Walla Walla is a municipal corporation.

II.

That the Pacific Power and Light Company is a corporation, operating, managing and controlling a gas plant, and is engaged in the manufacture, distribution and sale of gas within the corporate limits of Walla Walla, Walla Walla County, Washington.

III.

That the cost of the gas property in Walla Walla is as follows:

	1901	1902	1903	1904	1905	1906	1907	1908	1909
Organization.....			\$810 47						
Lands used in operation.....									
Buildings, fixtures and grounds.....			395 00	\$142 75					
Gas works equipment.....		\$320 14	96 18			\$647 00	\$22,015 82	\$11,668 55	\$4,566 14
Mains.....		1,149 12	1,015 64	1,219 00	3,551 69	4,721 82	1,255 55	8,578 85	8,220 18
Services.....		514 55	507 81	609 55	1,775 84	2,360 66	207 14	1,054 48	1,305 74
Meters.....			560 90	1,244 75	1,670 35	2,474 43	1,327 98	175 47	881 07
Utility equipment.....			200 00	113 75	1,009 83				
Miscellaneous equipment.....								93 44	7 45
Municipal lamp equipment.....									
Furniture and office appliances.....			43 27	30 31	51 56	236 35		69 55	54 45
Engineering and superintendence.....									
Law expense.....			2,000 00						
Interest.....									
Miscellaneous expenditures.....					225 00				
Cost of plant purchased.....	\$63,805 27								
Yearly totals.....	\$63,805 27	\$1,992 81	\$5,749 27	\$3,380 20	\$13,643 81	\$10,439 81	\$24 806 49	\$16,638 84	\$10,035 03
Cumulative totals.....	\$63,805 27	\$65,798 08	\$71,547 35	\$74,907 55	\$88,556 36	\$98,996 17	\$123,802 66	\$140,441 00	\$150,476 03

* Indicates red figures.

III.—Concluded.

	1910	1911	1912	1913	1914	1915	1916	1917	Totals
Organization.....									\$810 47
Lands used in operation.....					\$1,925 15	\$235 95	\$621 68		2,782 73
Buildings, fixtures and grounds.....	\$19 35	\$1,513 36	\$19,198 17	\$44 00	353 99	1,402 02	210 90	\$0 85*	23,276 69
Gas works equipment.....	710 92	7,038 10	7,669 76		838 98		1 44	384 21	61,828 76
Mains.....	8,719 17	27,078 31	735 84	1,806 47	8,086 28	1,988 04	1,593 25	6,357 40	70,556 20
Services.....	423 10	3,642 69	1,383 29	216 68	2,022 92	1,511 96	1,089 56	2,858 79	21,434 67
Meters.....	959 45	1,375 15	33 60	920 16	462 01	1,329 10	670 64	353 57	14,468 68
Utility equipment.....	146 16								1,559 74
Miscellaneous equipment.....	217 98	174 55	300 04	31 00	1,398 51	99 88		37 86	2,380 66
Municipal lamp equipment.....		24 12	237 56						261 68
Furniture and office appliances.....	377 63					62 20	260 25		1,185 57
Engineering and superintendence.....		3,576 71	2,942 77	105 63	641 19	270 88	212 72	880 06	8,629 46
Law expense.....									2,000 00
Interest.....						616 10		26 33	642 43
Miscellaneous expenditures.....			10 32						235 32
Cost of plant purchased.....									63,805 27
Yearly totals.....	\$11,573 71	\$44,420 90	\$32,459 35	\$2,623 94	\$10,729 01	\$7,495 63	\$4,660 89	\$10,897 37	\$275,336 33
Cumulative totals.....	\$162,049 74	\$206,470 64	\$238,929 99	\$241,553 93	\$252,282 94	\$259,778 57	\$264,433 96	\$275,336 33	.....

* Indicates red figures.

IV.

That the income of respondent's gas property in Walla Walla is as follows:

	1912	1913	1914	1915	1916	1917
OPERATING INCOME—						
Gas operating revenue.....	\$42,140 21	\$42,097 13	\$45,408 93	\$48,245 98	\$48,781 61	\$51,625 53
Gas operating expenses.....	31,406 61	30,950 88	36,690 19	30,923 67	31,890 39	32,590 09
Net revenue.....	\$10,733 60	\$11,146 75	\$8,718 74	\$17,322 31	\$16,891 22	\$19,035 44
Taxes.....	2,279 11	2,387 49	2,114 57	2,335 60	2,309 24	2,569 74
Operating income.....	\$8,454 49	\$8,759 26	\$6,604 17	\$14,986 71	\$14,581 98	\$16,465 70
NON-OPERATING INCOME—						
Profit on merchandise sales and jobbing.....	\$48 21*	\$623 92	\$1,171 88	\$573 11	\$1,104 76	\$1,200 30
Rents from arc lamps and appliances.....	1,069 22	484 50	.....	.....	.....	.....
Total non-operating revenue.....	\$1,021 01	\$1,108 42	\$1,171 88	\$573 11	\$1,104 76	\$1,200 30
Gross income.....	\$9,475 50	\$9,867 68	\$7,776 05	\$15,559 82	\$15,686 74	\$17,666 00
Deductions—						
Profit on merchandise sales and jobbing.....	49 21*	623 92	1,171 88	573 11	1,104 76	1,200 30
Gross income, exclusive of profit on merchandise sales and jobbing.....	\$9,523 71	\$9,243 76	\$6,604 17	\$14,986 71	\$14,581 98	\$16,465 70
Depreciation, 3.5 per cent.....	7,794 51	8,408 47	8,642 14	8,961 08	9,173 81	9,446 07
Amount earned.....	\$1,729 20	\$835 29	\$2,037 97*	\$6,025 63	\$5,408 17	\$7,019 63
Average plant value.....	\$232,700 81	\$240,241 96	\$246,918 44	\$256,090 75	\$262,103 77	\$269,887 64
Per cent. earned.....	.78	.35	.83*	2.36	2.06	2.60
Plant value based on Hagenah's appraisal of January 30, 1912.....	\$386,208 96	\$328,832 00	\$379,561 01	\$387,056 64	\$391,717 03	\$412,614 40
Depreciation, 3.5 per cent.....	12,817 28	12,909 12	13,294 64	13,546 98	13,710 10	14,441 50
Amount earned.....	8,293 57*	3,665 86*	6,680 47*	1,489 73	871 88	2,024 20
Per cent. earned.....	.90*	.99*	.97*	.37	.23	.49

* Indicates red figures.

V.
That the revenue from the sale of gas has been received from the following sources:

	1912	1913	1914	1915	1916	1917
OPERATING REVENUE—						
Commercial light and heat metered:						
Ordinary meters.....	\$38,750 10	\$35,990 09	\$39,045 93	\$40,639 96	\$40,967 80	\$43,760 90
Prepay meters.....	5,369 30	8,238 25	8,592 35	9,908 00	10,146 25	10,649 25
Totals.....	\$44,119 40	\$44,228 34	\$47,638 28	\$50,547 96	\$51,114 05	\$54,410 65
NON-OPERATING REVENUE—						
Profit on merchandise sales and jobbing.....	\$48 21*	\$623 92	\$1,171 88	\$573 11	\$1,104 76	\$1,200 30
Rents from arc lamps and appliances.....	1,069 22	484 50	.....	.....	.....	.....
Total non-operating revenue.....	\$1,021 01	\$1,103 42	\$1,171 88	\$573 11	\$1,104 76	\$1,200 30
Total revenue.....	\$45,140 41	\$45,336 76	\$48,810 16	\$51,121 07	\$52,218 81	\$55,610 45
Less discounts and adjustments.....	1,979 19	2,131 21	2,229 35	2,301 98	2,332 44	2,784 62
Gross revenue.....	\$43,161 22	\$43,205 55	\$46,580 81	\$48,819 09	\$49,886 37	\$52,825 83

* Indicates red figures.

VL

That the operating expenses of respondent's gas plant are as follows:

COST OF PRODUCTION	1912	1913	1914	1915	1916	1917
Production labor.....	\$5,913 90	\$5,323 53	\$4,849 91	\$4,481 92	\$4,766 77	\$5,744 48
Purification labor.....	1 50	73 52	65 59	80 10	104 55	83 89
Gas coal.....	14,855 36	14,751 04	15,880 15	14,744 88	14,703 92	16,363 47
Boiler fuel (coal and coke).....	1,621 38	1,638 26	1,863 72	992 52	1,396 06	1,504 53
Fuel under retorts (coal and coke).....	3,201 95	3,246 39	2,550 42	2,190 74	2,283 27	2,677 73
Gas enricher.....		20 79				
Purification materials.....	19 10	28 97	98 98	91 73	246 22	38 42
Water purchased.....	88 70	75				
Miscellaneous supplies and expenses.....	729 34	517 17	336 54	356 86	402 14	360 17
Coke expense.....	470 42	347 20	538 68	861 52	755 85	922 57
Tar expense.....	109 51	291 44	682 79	649 66	1,336 66	881 07
Totals.....	\$27,011 16	\$26,230 06	\$25,963 78	\$24,450 23	\$25,943 46	\$28,576 38
Credit value of coke.....	\$9,140 63	\$9,804 42	\$9,175 22	\$9,235 84	\$8,938 30	\$10,660 70
Credit value of tar.....	836 81	837 51	976 34	665 19	2,432 34	2,705 98
Total credits.....	\$9,976 94	\$10,641 93	\$10,151 56	\$9,951 03	\$11,430 64	\$13,366 68
Total operation.....	\$17,034 22	\$15,597 13	\$15,712 22	\$14,499 20	\$14,517 82	\$15,209 70
Maintenance of buildings.....	\$9 57	\$46 51	\$235 88	\$92 01	\$183 39	\$90 62
Maintenance of generating equipment.....	154 10	312 28	586 86	1,045 17	1,412 71	2,665 24
Maintenance of gas works apparatus.....	11 00*	289 92	445 40	309 29	375 95	394 53
Maintenance of steam plant.....	309 94	15 03	63 06	52 02	89	18 30
Total maintenance.....	\$462 61	\$663 74	\$1,331 20	\$1,498 49	\$1,972 94	\$3,138 69
Total cost of production.....	\$17,496 83	\$16,260 87	\$17,042 42	\$15,997 69	\$16,490 76	\$18,348 39
Total gas made.....	27,874.0	29,736.0	32,114.0	33,474.0	35,195.0	36,623.0

* Indicates red figures.

VI.—Continued.

	1912	1913	1914	1915	1916	1917
Operation labor.....	\$389 40	\$387 55	\$345 50	\$353 11	\$494 76	\$408 22
Operation miscellaneous supplies and expenses.....	91 49	575 43	557 27	540 89	624 56	450 93
Operation setting and removing meters.....	637 03	796 02	1,055 09	572 82	778 53	741 76
Total operation.....	\$1,037 95	\$2,058 05	\$2,558 53	\$1,771 82	\$1,898 15	\$1,600 91
Maintenance of mains.....	\$137 75	\$301 73	\$103 95	\$146 91	\$143 09	\$49 67
Maintenance of services.....	137 73	97 82	52 64	80 30	43 36	37 71
Maintenance of government.....	.....	51 70	.....	.....	.....	.....
Maintenance of meters.....	1,103 92	430 92	709 90	1,143 03	1,273 14	614 25
Maintenance of customers' installations.....	1,092 99	185 90	116 27	97 32	108 33	231 34
Total maintenance.....	\$2,531 99	\$1,058 07	\$1,182 46	\$1,417 56	\$1,505 90	\$933 57
Total cost of distribution.....	\$4,169 94	\$3,116 12	\$3,701 29	\$3,189 38	\$3,404 05	\$2,534 43
COST OF STREET LIGHTING—						
Operation lighting and extg. (municipal and private).....	\$40 94	\$11 65	.....	.....	.....	.....
Operation renewals and inspection.....	.....	408 77	\$204 54*	\$209 20*	\$160 94*	\$145 49*
Maintenance posts and fixtures.....	.....	13 41	.....	.....	.....	.....
Total cost of street lighting.....	\$40 94	\$453 83	\$204 54*	\$209 20*	\$160 94*	\$145 49*
COMMERCIAL EXPENSE—						
Office salaries.....	\$3,701 21	\$3,399 60	\$3,435 05	\$3,679 92	\$3,573 01	\$4,223 63
Office supplies and expense.....	379 38	1,409 91	2,057 25	1,532 27	1,315 82	1,349 33
Bad debt allowance.....	217 90	242 00	255 22	267 66	275 36	295 15
Total commercial expense.....	\$4,298 69	\$5,021 51	\$5,907 52	\$5,509 75	\$5,164 21	\$5,868 01
Total gas sold (M. cubic feet).....	24,131.1	24,922.0	27,023.4	29,599.4	29,050.9	31,302.3

* Indicates red figures.

VI.—Concluded.

	1913	1913	1914	1915	1916	1917
Salaries.....	\$1,110 81	\$1,903 47	\$1,543 24	\$1,538 92	\$1,143 00	\$1,165 48
Advertising and demonstrating ..	502 84	1,105 02	1,053 09	879 71	1,076 26	843 78
Piping and appliances.....	20 23	2 67	2 75			
Signs and window lighting.....						
Miscellaneous supplies and expenses.		273 61	186 23	409 99	470 75	520 94
Total new business expense..	\$1,933 33	\$3,435 37	\$2,784 90	\$2,823 62	\$2,690 01	\$2,520 20
GENERAL EXPENSE—						
Salaries of officers.....	\$631 53	\$311 24	\$304 94	\$313 13	\$307 29	\$308 00
Salaries of clerks, general.....	409 00	394 78	780 46	763 59	778 23	1,032 04
Printing and stationery.....	60 01	15 13	44 84	43 91	60 50	60 19
General office expense..	402 53	213 91	472 85	472 20	483 74	322 44
Expenses, general ..	400 24	180 32	327 10	537 67	193 30	216 81
Injuries and damages.....	71	390 85	4,200 41	2 50		163 83
Legal expense, general.....	8 50	1 00	258 34	318 17	370 51	252 52
Rent of land and buildings.....	335 83	340 80	184 45	156 26	125 41	161 53
Insurance.....	235 86	163 77	2 24	7 59		
Miscellaneous supplies and expenses.....	571 99	698 43	699 91	747 47	334 53	
Total general expense.....	\$3,463 83	\$2,632 09	\$7,557 54	\$3,667 49	\$3,437 30	\$2,805 90
Taxes.....	2,279 11	2,337 49	3,114 57	2,335 00	2,309 24	2,509 74
Total general expense and taxes..	\$5,742 94	\$5,070 17	\$9,672 11	\$6,003 00	\$5,746 54	\$5,375 64
Total all operating expenses.....	\$33,685 72	\$33,327 87	\$38,904 76	\$33,259 27	\$34,199 83	\$35,160 83

* Indicates red figures.

VII.

That the operating expense in cents per 1,000 cubic feet of gas sold is as follows:

	1913	1913	1914	1915	1916	1917
All expense (M. cubic feet sold).....	\$1.3030	\$1.3373	\$1.3026	\$1.1226	\$1.1419	\$1.1064

VIII.

That an analysis of gas sales during year ending December 31, 1916, is as follows:

Range of Average Monthly Consumption of Consumers in Groups (Cubic Feet)	Actual Average Consumption per Consumer per Month Through- out Year (Cubic Feet)	Actual Average Consumption per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group	Percentage of Total Number of Consumers Represented by Groups		Percentage of Total Consumption Represented by Groups	
				Group Percentage	Cumulative Percentage	Group Percentage	Cumulative Percentage
0 to 100	64	7,908	122.4	7.101	7.101	.82	.82
100 to 200	200	22,900	114.5	6.642	13.745	.92	1.24
200 to 300	300	41,400	134.0	8.004	21.749	1.66	2.90
300 to 400	400	51,733	127.7	7.408	29.157	2.07	4.97
400 to 500	500	56,541	113.1	6.561	35.718	2.27	7.24
500 to 600	600	62,000	103.3	5.992	41.710	2.48	9.72
600 to 700	700	64,108	91.6	5.314	47.024	2.57	12.29
700 to 800	800	69,266	86.6	5.024	52.048	2.77	15.06
800 to 900	900	62,475	69.4	4.026	56.074	2.50	17.56
900 to 1,000	1,000	67,916	67.9	3.939	60.013	2.72	20.28
1,000 to 1,500	1,253	822,308	251.2	14.572	74.585	12.93	33.21
1,500 to 2,000	1,781	267,716	150.3	8.719	83.304	10.73	43.94
2,000 to 2,500	2,297	199,141	86.7	5.030	88.334	7.98	51.92
2,500 to 3,000	2,782	152,433	54.8	3.179	91.513	6.11	58.03
3,000 to 3,500	3,234	109,000	33.7	1.955	93.468	4.37	62.40
3,500 to 4,000	3,791	80,738	21.3	1.236	94.704	3.24	65.64
4,000 to 4,500	4,281	64,641	51.1	.876	95.580	2.59	68.23
4,500 to 5,000	4,786	60,308	12.6	.731	96.311	2.42	70.65
5,000 to 5,500	5,313	47,283	8.9	.516	96.827	1.89	72.54
5,500 to 6,000	5,722	33,758	5.9	.342	97.169	1.35	73.89
6,000 to 6,500	6,280	31,400	5.0	.290	97.459	1.26	75.15
6,500 to 7,000	6,935	22,191	3.2	.186	97.645	.89	76.04
7,000 to 7,500	7,362	16,933	2.3	.133	97.778	.61	76.65
7,500 to 8,000	7,800	20,800	2.7	.151	97.929	.84	77.49
8,000 to 9,000	8,539	25,616	3.0	.174	98.103	1.03	78.52
9,000 to 10,000	9,666	25,133	2.6	.151	98.254	1.01	79.53
10,000 to 15,000	12,399	122,753	9.9	.574	98.828	4.93	84.46
Over 15,100	19,180	387,475	20.2	1.172	100.000	15.54	100.00
.....	.....	2,495,899	1,723.9	100.000	.....	100.00	.....

IX.

That the respondent has earned during the year 1917 2.60 per cent above operating expenses and taxes, including depreciation at 3.5 per cent on the cost of property, which cost of property does not include any portion of the Portland office equipment, automobiles, and stores and working capital properly assignable to the Walla Walla gas plant, and that such portion of said property amounts to approximately \$20,000.00.

X.

.That the respondent has earned in the year 1917 over and above operating expenses and taxes \$7,019.63.

XI.

That the Commission's engineer testified that owing to the prices of material and labor prevailing in December, 1917, the increased operating expenses on a 1916 basis would be \$1,055.00. The respondent's witness, Mr. M. W. Wood, testified to the following increases in January, 1918:

Coal increase January, 1918, over December, 1917—3,112.85 tons at 72 cents.....	\$2,240 00
Probable early further increase in coal—3,112.85 tons at 15 cents	450 00
Increase in cost of bench filling material.....	400 00
Increase in taxes 1918 over 1917.....	128 00
Mr. Walters for respondent testified to a probable labor increase of \$7.00 per day for six months, or approximately..	1,200 00
Total.....	\$4,418 00

XII.

That the present schedule of rates does not produce sufficient revenue to properly maintain the service and return interest upon the investment.

XIII.

That the following rates are fair and reasonable, but the same are not sufficient to return to the Pacific Power and Light Company a reasonable return upon the property used and useful in the furnishing of gas in the city of Walla Walla, Washington. We have allowed such increases in rates as will in our judgment take care only of the increased cost of labor and material caused by war conditions:

ORDINARY METERS

	Gross	Discount	Net
0 to 100 cu. ft.....	\$0.90	\$0.10	\$0.85
200 cu. ft.....	1.05	.10	.95
300 cu. ft.....	1.15	.10	1.05
400 cu. ft.....	1.25	.10	1.15
500 cu. ft.....	1.35	.10	1.25
600 cu. ft.....	1.45	.10	1.35
700 cu. ft.....	1.55	.10	1.45
800 cu. ft.....	1.65	.10	1.55
900 cu. ft.....	1.75	.10	1.65
1,000 cu. ft.....	1.90	.10	1.80

	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.85	.10	1.75
Next 1,000 cu. ft.....	1.80	.10	1.70
Next 1,000 cu. ft.....	1.75	.10	1.65
Next 1,000 cu. ft.....	1.70	.10	1.60
Next 5,000 cu. ft.....	1 40	.10	1.30
All over 10,000 cu. ft.....	.90	.10	.80

PREPAY METERS

	Gross	Discount	Net
0 to 100 cu. ft.....	\$0.90	\$0.10	\$0.85
200 cu. ft.....	1.05	.10	.95
300 cu. ft.....	1.15	.10	1.05
400 cu. ft.....	1.25	.10	1.15
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
All over 400 cu. ft.....	1.85	.10	1.75

The above discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Order.

Wherefore, It Is Ordered, That the rates named in paragraph XIII hereof be and the same are hereby approved as fair and reasonable, and the Pacific Power and Light Company shall immediately file with this Commission, and put into effect, as of date March 1, 1918, a schedule of rates and charges for the city of Walla Walla, Washington, set forth in paragraph XIII of the foregoing findings, and all tariffs in conflict herewith are hereby cancelled.

No. 4596.

City of Yakima, Washington, Complainant, v. Pacific Power & Light Company, Respondent.

Increased gas rates; tariffs suspended pending hearing; increased rates allowed.

January 28, 1918, the Commission entered the following

Suspension Order.

It appearing to the Commission that on the 31st day of December, 1917, the above named defendant, the Pacific Power & Light Company, filed with this Commission its tariff Supplement No. 1 to Tariff No. 52, being Supplement No. 1, to W. P. S. C. No. 41, issued July 1st, 1917—which is by reference made a part hereof—naming gas rates for the city of North Yakima—now Yakima—to become effective January 31, 1918;

That if said tariff Supplement No. 1 be permitted to become effective it will have the effect of increasing the gas rates heretofore charged by said respondent:

A complaint has been made to the Commission by the city commission of Yakima—formerly North Yakima—charging that rates named in said tariff Supplement No. 1 are unjust, unreasonable and discriminatory;

Such complaint having been made and the Commission being unable to complete its investigation prior to the date the proposed tariff would become effective,

It Is Therefore Ordered, That the operation of all rates and rules named in said tariff Supplement No. 1 to Pacific Power & Light Company's Tariff No. 52, being W. P. S. C. No. 41, as affecting the city of Yakima be and the same are hereby suspended for a period of thirty (30) days from the time same would otherwise have gone into effect, that is thirty (30) days from January 31, 1918.

February 28, 1918, the Commission entered the following Findings and Order:

Findings of Fact.

I.

That the city of Yakima is a municipal corporation.

II.

That the Pacific Power and Light Company is a corporation, operating, managing and controlling a gas plant, and is engaged in the manufacture, distribution and sale of gas within the corporate limits of Yakima, Yakima County, Washington.

III.

That the cost of the gas property in Yakima is as follows:

	1906	1907	1908	1909	1910	1911	1912
Organization.....					\$153 58		
Gas works land.....	\$1,750 00					\$22,883 31	\$4,900 00*
Gas works buildings, fixtures and grounds	4,467 98		\$144 39		19 63	43,118 88	3,704 97*
Coal gas apparatus.....	18,834 95	\$1,032 04	10,056 67	\$8,050 14	2,367 74	1,415 51	700 00*
Boiler plant equipment.....	700 00					1,356 81	8,408 85
Distribution mains.....	9,094 98	973 91	4,093 66	2,791 56	4,203 96	3,177 81	1,729 35
Services.....	2,000 00	643 80	462 09	1,236 08	1,639 07	2,916 68	3,319 46
M-t-rs and service regulators.....	2,122 73	2,748 09	1,665 83	3,166 99	3,569 02	1,307 79	12 37*
Utility equipment.....					19 17	718 87	1,883 06
Miscellaneous equipment.....		30 80	55 06	186 59	8 81	143 79	2 98
Furniture and office appliances.....	624 94	140 04	546 12	119 82	19 12	9,724 38	2,171 41
Engineering and superintendence.....					184 64		
Law expense.....	325 00	21 40					
Taxes.....	172 90						
Interest.....		538 49					
Brokerage.....	3,573 33	2,175 00					
Miscellaneous expenditures.....	1,708 64	503 00					43 57
Yearly totals.....	\$45,435 45	\$8,876 57	\$17,023 22	\$15,551 18	\$12,189 74	\$86,768 83	\$8,241 34
Cumulative totals.....	\$45,435 45	\$54,312 02	\$71,835 24	\$83,886 42	\$99,076 16	\$185,839 49	\$194,080 83
Reproduction cost from Commission's ap- praisal of June 30, 1913.....							\$234,093 00

* Indicates red figures.

III.—Concluded.

	1913	1914	1915	1916	1917	Totals
Organization.....						\$158 58
Gas works land.....	\$23 30					1,778 30
Gas works buildings, fixtures and grounds.....	2,164 27				\$612 17*	24,568 47
Coal gas apparatus.....	38 74	\$423 86	\$27 80*		8,501 15	84,368 79
Boiler plant equipment.....		1,073 45				1,482 92
Distribution mains.....		67 41				94,106 87
Services.....	162 90	1,760 65	204 13	\$270 82	784 64	17,688 63
Meters and service regulators.....	1,410 90	954 44	1,586 07	1,541 25	1,287 77	26,558 75
Utility equipment.....	1,580 71	1,788 65	1,698 22	1,148 91	828 96	1,314 59
Miscellaneous equipment.....	877 38	414 02	80 28	29 00*	77 53*	3,647 79
Furniture and office appliances.....			67 50	37 21		1,701 52
Engineering and superintendence.....	304 26	363 15	294 53	48 08	488 02	13,578 47
Law expense.....						846 40
Taxes.....						172 90
Interest.....	1 71		1,345 69		19 69	1,955 58
Brokerage.....						5,748 33
Miscellaneous expenditures.....						2,316 21
Yearly totals.....	\$6,084 12	\$6,845 63	\$5,248 62	\$3,016 77	\$6,220 53	\$321,476 50
Cumulative totals.....	\$200,144 95	\$206,990 58	\$212,239 20	\$215,255 97	\$221,476 50	
Reproduction cost from Commission's ap- praisal of June 30, 1913.....	\$1,322 63	\$6,845 63	\$5,248 62	\$3,016 77	\$6,220 53	
Cumulative totals.....	\$235,415 63	\$242,261 26	\$247,509 86	\$250,526 65	\$256,747 18	

* Indicates red figures.

IV.

That the income of respondent's gas property in Yakima is as follows:

	1912	1913	1914	1915	1916	1917
OPERATING INCOME—						
Gas operating revenues.....	\$32,851 98	\$43,900 81	\$45,621 78	\$45,220 64	\$45,515 36	\$49,906 03
Gas operating expenses.....	25,476 69	24,374 24	28,632 48	29,578 81	26,523 79	27,341 53
Net revenue.....	\$14,375 29	\$19,526 57	\$16,989 30	\$15,642 83	\$18,992 57	\$22,564 50
Taxes.....	3,347 23	2,828 27	2,696 16	2,643 43	2,820 06	3,244 90
Operating income.....	\$11,028 07	\$16,698 30	\$14,293 14	\$12,999 40	\$16,172 51	\$19,319 60
NON-OPERATING INCOME—						
Profit on merchandise sales and jobbing.....	\$1,681 06	\$1,798 75*	\$1,035 17	\$680 52	\$252 70*	\$188 33*
Miscellaneous.....						165 00
Total non-operating revenue.....	\$1,681 06	\$1,798 75*	\$1,035 17	\$680 52	\$252 70*	\$353 33*
Gross income.....	\$12,709 13	\$14,698 55	\$15,328 31	\$13,680 92	\$16,425 21	\$19,672 93
Deductions—						
Profit on merchandise sales and jobbing.....	1,681 06	1,798 75*	1,035 17	980 52	252 70*	188 33*
Gross income, exclusive of profit on merchandise sales and jobbing.....	\$11,028 07	\$16,490 30	\$14,293 14	\$12,699 40	\$16,172 51	\$19,484 60
Depreciation, 3.9 per cent.....	\$7,408 45	\$7,987 40	\$7,930 14	\$8,174 96	\$8,306 16	\$8,516 26
Amount earned.....	\$3,619 62	\$8,502 90	\$6,363 00	\$4,524 44	\$7,866 35	\$10,968 34
Average plant value.....	\$180,930 16	\$197,112 88	\$203,567 76	\$209,614 80	\$213,747 53	\$218,306 23
Per cent. earned.....	1.90	4.46	3.03	2.31	3.62	5.16
Plant value based on reproduction cost.....	\$220,351 51	\$235,415 63	\$242,201 26	\$247,500 66	\$250,586 66	\$256,747 18
Depreciation, 3.9 per cent.....	8,644 71	9,187 21	9,443 19	9,652 80	9,770 54	10,013 14
Amount earned.....	2,083 26	7,309 00	4,644 95	3,846 21	6,201 95	9,554 02
Per cent. earned.....	.91	3.10	1.92	1.36	2.51	3.71

* Indicates red figures.

V.

That the revenue from the sale of gas has been received from the following sources:

	1912	1913	1914	1915	1916	1917
OPERATING REVENUE—						
Commercial light and heat metered:						
Ordinary meters.....	\$41,548 80	\$42,343 35	\$42,605 45	\$40,764 21	\$40,714 00	\$43,483 55
Prepay meters.....	4,120 60	4,940 76	5,844 40	7,179 84	7,317 35	9,749 25
Totals.....	\$45,669 40	\$47,284 11	\$48,449 85	\$47,944 05	\$48,031 35	\$53,182 80
NON-OPERATING REVENUE—						
Profit on merchandise sales and jobbing.....	\$1,681 06	\$1,793 75*	\$1,035 17	\$930 52	\$252 76*	\$188 33*
Miscellaneous.....						165 00
Total non-operating revenue.....	\$1,681 06	\$1,793 75*	\$1,035 17	\$930 52	\$252 76*	\$23 33*
Total revenue.....	\$47,350 46	\$45,490 86	\$49,485 02	\$48,874 57	\$47,778 59	\$53,159 47
Less discounts and adjustments.....	5,817 42	8,503 30	2,828 05	2,723 21	2,815 99	3,214 12
Gross revenue.....	\$41,533 04	\$41,897 06	\$46,656 97	\$46,151 36	\$44,962 60	\$49,945 35

* Indicates red figures.

VI.

That the operating expenses of respondent's gas plant are as follows:

COST OF PRODUCTION	1912	1914	1916	1917
Production labor.....	\$5,140	14,958 17	24,779 74	26,009 23
Purification labor.....	10	100 08	101 09	103 41
Gas coal.....	10,783	12,891 78	12,648 04	14,217 57
Boiler fuel (coal and coke).....	2,597	1,537 81	1,182 40	1,069 83
Fuel under retorts (coal and coke).....	4,708	4,884 13	3,745 99	3,785 83
Gas enricher.....			40	
Purification materials.....	28	189 94	327 16	402 58
Water purchased.....				
Miscellaneous supplies and expenses.....	642	756 05	677 54	786 86
Coke expense.....	121	641 09	1,231 61	1,286 58
Tar expense.....	40	95 17	587 91	331 41
Totals.....	\$24,274	25,143 51	\$25,331 94	\$7,062 09
Credit value of coke.....	\$9,591	12,015 37	\$10,800 14	14,083 64
Credit value of tar.....	900	971 95	620 85	1,898 07
Total credits.....	\$10,491 61	\$12,113 23	\$11,420 99	16,981 71
Total operation.....	\$13,782 40	\$13,030 28	\$13,910 95	11,080 38
Maintenance of buildings.....	\$108 47	338 80	\$122 99	\$152 15
Maintenance of generating equipment.....	130 23	643 23	1,071 17	2,398 05
Maintenance of general works apparatus.....	46 72	526 01	614 69	548 80
Maintenance of steam plant.....	45 02	69 19	68 54	63 45
Total maintenance.....	\$338 44	\$1,297 24	\$1,777 39	\$3,162 45
Total cost of production.....	\$14,120 84	\$13,453 43	\$15,688 34	14,243 84

VI.—Continued.

COST OF DISTRIBUTION	1912	1913	1914	1915	1916	1917
Operation labor.....	\$548 78	\$1,006 71	\$888 06	\$436 43	\$593 01	\$1,044 74
Operation miscellaneous supplies and expenses.....	161 31	555 79	602 27	650 41	684 04	764 61
Operation setting and removing meters.....	824 59	922 92	1,075 29	1,026 63	937 26	892 05
Total operation.....	\$1,534 68	\$2,485 42	\$2,565 62	\$2,113 47	\$2,164 31	\$2,701 40
Maintenance of mains.....	\$166 64	\$183 95	\$51 83	\$84 42	\$69 07	\$46 20
Maintenance of services.....	88 62	565 45	223 55	179 01	200 26	87 20
Maintenance of governors.....	169 23	61 38	104 55	111 78	277 26	116 50
Maintenance of meters.....	442 95	534 67	362 58	218 53	282 46	189 06
Maintenance of customers' installations.....	1,175 16	765 91	774 94	732 42	561 04	655 07
Total maintenance.....	\$2,042 60	\$2,111 36	\$1,517 45	\$1,326 16	\$1,390 09	\$1,094 03
Total cost of distribution.....	\$3,577 28	\$4,596 78	\$4,083 07	\$3,439 63	\$3,554 40	\$3,795 43
COST OF STREET LIGHTING—						
Operation lighting and extg. (municipal and private).	\$35 15	\$44 69	\$314 38	\$288 17	\$247 17	\$234 94
Operation renewals and inspection.....	.....	2 23	218 30*	200 92*	194 98*	101 29*
Maintenance posts and fixtures.....	.....	5 80	2 25	.....	.....	.....
Total cost of street lighting.....	\$35 15	\$52 71	\$38 33	\$87 25	\$52 24	\$133 65
COMMERCIAL EXPENSE—						
Salaries.....	\$2,049 96	\$2,884 17	\$2,826 15	\$2,764 62	\$3,753 23	\$2,894 27
Office supplies and expense.....	68 28	1,121 12	1,945 59	1,762 76	1,767 46	1,676 30
Bad debt allowance.....	279 60	279 99	283 43	274 84	384 06	386 40
Total commercial expense.....	\$2,397 84	\$3,785 28	\$5,055 17	\$4,802 22	\$4,859 75	\$4,906 97

* Indicates red figures.

VI.—Concluded.

	1913	1913	1914	1915	1916	1917
NEW BUSINESS EXPENSE—						
Salaries.....	\$1,908 61	\$1,498 46	\$1,436 81	\$1,170 51	\$1,306 25	\$1,194 25
Advertising and demonstrating.....	674 44	503 70	353 52	532 01	687 96	329 03
Piping and appliances.....		56 41	17 74	2 98		
Signs and window lighting.....	3 70*	100 37	270 45	329 79	84 11	71 25
Miscellaneous supplies and expenses.....						
Total new business expense.....	\$2,579 55	\$2,302 94	\$2,106 52	\$1,935 29	\$2,188 31	\$1,594 00
GENERAL EXPENSE—						
Salaries of officers.....	\$454 87	\$170 96	\$606 69	\$584 16	\$548 53	\$363 34
Salaries of clerks, general.....	832 07	310 00	763 67	721 63	703 03	972 21
Printing and stationery.....	65 27	49 63	44 97	41 60	54 25	56 70
General office expense.....	336 11	209 15	474 22	446 25	394 51	303 75
Expense, general.....	39 61	1 63	325 06	506 13	175 15	106 12
Injuries and damages.....	46 63	59 09	27 30	30	8 13	183 82
Legal expense, general.....	6 74	2 00	259 03	300 23	324 63	237 33
Rent of land and buildings.....	9 80	59 53	184 93	147 63	146 33	152 16
Insurance.....	335 26	221 75	7 21			
Miscellaneous supplies and expenses.....	590 72	717 01	1,305 80	575 25	723 49	
Total general expense.....	\$2,766 03	\$1,701 53	\$4,033 96	\$3,625 53	\$3,082 20	\$2,667 06
Taxes.....	3,347 22	2,523 27	2,696 16	2,643 43	2,520 06	2,244 99
Total general expense and taxes.....	\$6,113 25	\$4,224 80	\$6,730 12	\$6,269 01	\$5,602 26	\$4,912 97
Total all expense.....	\$28,823 91	\$27,200 51	\$37,528 64	\$32,221 74	\$29,142 87	\$30,585 52

* Indicates red figures.

VII.

That the operating expense in cents per 1,000 cubic feet of gas sold is as follows:

	1913	1913	1914	1915	1916	1917
All expense (M. cubic feet sold).....	\$1.1013	\$0.8663	\$0.9333	\$0.9585	\$0.9005	\$0.8111

VIII.

That an analysis of gas sales during the year ending December 31, 1916, is as follows:

Range of Average Monthly Consumers in Groups (Cubic Feet)	Actual Average Consumption per Month Through-out Year (Cubic Feet)	Actual Average Consumption per Month of Each Group (Cubic Feet)	Number of Consumers in Each Group	Represented by Groups	
				Group Percentage	Cumulative Percentage
0 to 100	41	6,933	163.0	0.755	10.765
100 to 200	200	18,086	90.3	5.781	16.536
200 to 300	300	26,808	57.7	5.615	22.151
300 to 400	400	30,538	98.9	5.332	27.484
400 to 500	500	43,208	86.4	5.532	33.016
500 to 600	600	49,850	83.1	5.330	38.336
600 to 700	700	53,608	76.6	4.904	43.240
700 to 800	800	54,698	68.3	4.373	47.613
800 to 900	900	54,975	61.1	3.912	51.525
900 to 1,000	1,000	61,750	61.7	3.950	55.475
1,000 to 1,500	1,255	279,900	217.7	3.938	70.413
1,500 to 2,000	1,783	254,408	144.3	9.237	79.650
2,000 to 2,500	2,236	301,866	68.3	5.653	85.303
2,500 to 3,000	2,785	166,483	57.7	3.684	88.987
3,000 to 3,500	3,253	184,708	41.4	2.651	91.638
3,500 to 4,000	3,802	90,500	23.8	1.524	93.172
4,000 to 4,500	4,209	77,875	18.5	1.184	94.356
4,500 to 5,000	4,708	59,500	12.4	.794	95.150
5,000 to 5,500	5,250	44,967	8.5	.644	95.794
5,500 to 6,000	5,789	37,058	6.4	.410	96.204
6,000 to 6,500	6,255	38,341	6.1	.390	96.594
6,500 to 7,000	6,750	27,657	4.1	.233	96.827
7,000 to 7,500	7,323	31,508	4.3	.275	97.102
7,500 to 8,000	7,901	25,943	3.3	.211	97.313
8,000 to 8,500	8,489	22,238	3.3	.243	97.556
8,500 to 9,000	9,354	30,967	2.3	.212	97.768
9,000 to 10,000	12,089	143,867	11.9	.769	98.537
10,000 to 15,000	30,613	784,713	24.0	1.536	100.000
Over 15,000					
		2,831,167	561.9		

IX.

That the respondent has earned during the year 1917 5.16 per cent above operating expenses and taxes, including depreciation at 3.5 per cent on the cost of property, which cost of property does not include any portion of the Portland office equipment, automobiles, and stores and working capital properly assignable to the Yakima gas plant, and that such portion of said property amounts to \$22,684.00.

X.

That the respondent has earned in the year 1917 over and above operating expenses and taxes \$11,030.88.

XI.

That the Commission's engineer testified that owing to the prices of material and labor prevailing in December, 1917, the increased operating expenses on a 1916 basis would be \$1,983.00. The respondent's witness, Mr. N. W. Wood, testified to the following increases in January, 1918:

Additional increase in operating expenses 1918 over December, 1917, prices, 3,800 tons of coal at increase of 68 cents.....	\$2,584 00
Probable early further increase in this price, 15 cents additional	570 00
Increase in cost of bench filling material.....	200 00
Increase in taxes 1918 over 1917, 5 per cent, based on normal operating experience	162 00
Anticipated loss in net revenue due to changes in rates, taking out certain number of present meters and additional gas used by other minimum customers.....	1,500 00
Ttotal.....	\$5,016 00

XII.

That the following rates are fair and reasonable, and are sufficient to return to the Pacific Power and Light Company a reasonable return upon the property used and useful in the furnishing of gas in the city of Yakima, Washington. We have allowed such increases in rates as will in our judgment take care only of the increased cost of labor and material caused by war conditions:

ORDINARY METERS

	Gross	Discount	Net
0 to 100 cu. ft.....	\$0.75	\$0.10	\$0.65
200 cu. ft.....	.85	.10	.75
300 cu. ft.....	.95	.10	.85
400 cu. ft.....	1.05	.10	.95
500 cu. ft.....	1.20	.10	1.10
600 cu. ft.....	1.30	.10	1.20
700 cu. ft.....	1.40	.10	1.30
800 cu. ft.....	1.50	.10	1.40
900 cu. ft.....	1.60	.10	1.50
1,000 cu. ft.....	1.70	.10	1.60
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Next 1,000 cu. ft.....	1.65	.10	1.55
Next 1,000 cu. ft.....	1.60	.10	1.50
Next 1,000 cu. ft.....	1.55	.10	1.45
Next 1,000 cu. ft.....	1.50	.10	1.40
Next 5,000 cu. ft.....	1.40	.10	1.30
Over 10,000 cu. ft.....	.90	.10	.80

PREPAY METERS

	Gross	Discount	Net
0 to 100 cu. ft.....	\$0.75	\$0.10	\$0.65
200 cu. ft.....	.85	.10	.75
300 cu. ft.....	.95	.10	.85
400 cu. ft.....	1.05	.10	.95
	Per M Cu. Ft.	Per M	Per M Cu. Ft.
Over 400 cu. ft.....	1.65	.10	1.55

The above discounts will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

Order.

Wherefore, It Is Ordered, That the rates named in paragraph XIII hereof be and the same are hereby approved as fair and reasonable, and the Pacific Power and Light Company shall immediately file with this Commission, and put into effect, as of date March 1, 1918, a schedule of rates and charges for the city of Yakima, Washington, set forth in paragraph XIII of the foregoing findings, and all tariffs in conflict herewith are hereby cancelled.

No. 4665.

Aberdeen Central Labor Council, Complainant, v. North Pacific Public Service Company, Respondent.

Protest against increased gas rates; rates suspended pending investigation and hearing.

June 26, 1918, the following Suspension Order was entered by the Commission:

The above named respondent having filed a schedule of increased gas rates to become effective July 1, 1918, and the above named complainant having filed a protest against the proposed increases and the Commission not having sufficient time in which to make a general survey of the property of the respondent company and determine its operating revenues and expenses,

It Is Ordered, That said rates may become provisionally effective as of date July 1, 1918, pending investigation as to the reasonableness thereof by the Commission, the burden of proof as to their reasonableness to be and remain upon the respondent company and that the protest of the complainants be heard in the city of Aberdeen at the Commercial Club rooms on July 23, 1918, at the hour of 9 o'clock a. m.

No. 4675.

The Public Service Commission of Washington, Complainant, v. Puget Sound Gas Company, Respondent.

Protest increased gas rates; increase allowed.

Hearing was had at Everett, August 12, 1918, and August 27, 1918, the following Findings and Order were entered:

Findings.

As we view the record in this case, the Puget Sound Gas Company, as to its Snohomish and Monroe plant, is in a grievous situation and this

Commission is sorely perplexed as to what course it should pursue in determining the controversy relative to the proposed rates of the company as challenged by the city of Everett and the Riverside Commercial Club. We have had occasion of late to examine into the affairs of practically all gas plants in this state and in tracing their histories and activities we have reached the conclusion that the peak of their prosperity was in 1913, and gradually since that time they have in the great majority of cases suffered a decline. In the main we can attribute this loss to but one thing, and that is the great development in hydro-electrical energy and the cheapness of its productivity. Probably in no other line of activity has inventive genius played a greater role in the last decade than in the electrical field. There was a time when it appeared as if the Welshbach burner would bring gas for lighting purposes into general use. Following this invention, however, appeared the Tungsten electric lamp, which, owing to its low consumption of electric energy per candle power of light produced, relegated gas as a lighting factor, and has left it only in the field as a heat, and in this field it has, as never before, hydro-electric energy as a competitor.

We realize that it is strenuously contended that as to heating, gas will survive hydro-electric energy. Be this as it may, sentiment at the present time is on the side of electricity, and neatness which is associated with electric energy will at all times remain a strong factor in its use, particularly with the housewife, and the ultra-hosteler and restaurateur.

This Commission is not much concerned with competition between two distinct sources of energy, their efficiency is beyond our control, thus we should not be too much concerned when a newly developed form of producing energy displaces some older form, but the great question arises how to fix a rate when treating of the old form in competition with the new form. Shall we permit a certain liberty of action in the contest of the survival of the fittest? Take, for instance, the affairs of the Puget Sound Gas Company as they appertain to Everett, Snohomish and Monroe. In the year 1916, under the following rates, namely:

Tariff No. 1.—Light and Fuel Rate

	Per M Cu. Ft.
First 5,000 cu. ft. per month.....	\$1.50
Next 5,000 cu. ft. per month.....	1.20
Next 20,000 cu. ft. per month.....	.80
Next 30,000 cu. ft. per month.....	.75
Next 60,000 cu. ft. per month.....	.70
Next 100,000 cu. ft. per month.....	.65
Excess cu. ft. per month.....	.60

Minimum charge (no discount), 50c per month per meter installed.

This company produced 65,207 M cu. ft. and sold 54,383 M cu. ft. of gas at an average price of \$1.22 per M cu. ft. sold, and earned .88 per cent on the capital invested without any allowance for depreciation.

On October 25, 1917, the company applied for increased rates and this Commission upon hearing ordered them as follows:

Tariff No. 3.—Original Sheet No. 2

Schedule A—Cooking, Lighting and Industrial Rates for Gas in Everett, Snohomish, Monroe, and Snohomish County Outside of Everett, Snohomish, and Monroe, for Gas Used Through One Meter in one Month.

Quantity—	Gross	Discount	Net
0 cu. ft.	\$0.55	\$0.05	\$0.50
100 cu. ft. ....	.55	.05	.50
200 cu. ft. ....	.70	.05	.65
300 cu. ft. ....	.75	.05	.70
400 cu. ft. ....	.90	.05	.85
500 cu. ft.	1.05	.05	1.00
600 cu. ft.	1.20	.05	1.15
700 cu. ft.	1.35	.05	1.30
800 cu. ft.	1.45	.05	1.40
900 cu. ft.	1.55	.05	1.50
1,000 cu. ft.	1.65	.05	1.60
			Per M Cu. Ft.
Next 4,000 cu. ft.	1.45	.05	1.40
Next 5,000 cu. ft.	1.20	.05	1.15
Next 40,000 cu. ft. ....	.90	.05	.85
Next 50,000 cu. ft. ....	.75	.05	.70
All over 100,000 cu. ft. ....	.70	.07	.65

A quantity discount of 20 per cent from bill will be allowed where a single consumer's monthly bill is 150,000 cu. ft. or more.

The above discount of five cents per thousand cubic feet will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

A customer paying his bill at the gas office by check or otherwise, within five days after the discount day, requesting that this discount be allowed, will have his request granted provided his bill has been paid promptly each month for the twelve months last preceding.

All gas consumed through prepay meters will be paid for at the rate of \$1.60 per thousand net. A minimum of fifty cents (50c) per month will apply to prepay meters.

In the six months of 1918, during which time the rates so ordered have been in effect, the company produced 28,389 M cu. ft. and sold 24,137.1 M cu. ft. of gas, at an average price of \$1.43 per M cu. ft. sold, and earned minus 0.21 per cent on the capital investment without any allowance for depreciation being made as permitted by law.

The company has asked leave to put in a new rate as follows:

Tariff No. 3.—First Revised Sheet No. 2
Cooking, Lighting and Industrial

Quantity—	Gross	Discount	Net
For 100 cu. ft. or less.....	\$1.00	\$0.10	\$0.90
For 200 cu. ft. or less.....	1.20	.15	1.05
For 300 cu. ft. or less.....	1.35	.15	1.20
For 400 cu. ft. or less.....	1.50	.15	1.35
For 500 cu. ft. or less.....	1.65	.15	1.50
For 600 cu. ft. or less.....	1.80	.15	1.65
For 700 cu. ft. or less.....	2.00	.20	1.80
For 800 cu. ft. or less.....	2.15	.20	1.95
For 900 cu. ft. or less.....	2.30	.20	2.10
For 1,000 cu. ft. or less.....	2.50	.25	2.25
Next 2,000 cu. ft. or less.....	2.20	.20	2.00
Next 3,000 cu. ft. or less.....	1.95	.20	1.75
Next 4,000 cu. ft. or less.....	1.70	.20	1.50
Next 5,000 cu. ft. or less.....	1.40	.15	1.25
Next 10,000 cu. ft. or less.....	1.10	.10	1.00
All over 25,000 cu. ft. or less.....	.80	.05	.75

The above discount will be allowed only when payment is received within ten days from date of bill, and a failure to receive bill will not entitle consumer to discount.

A customer paying his bill at the gas office by check or otherwise, within five days after the discount day, requesting that his discount be allowed, will have his request granted provided his bill has been paid promptly for the twelve months last preceding.

All gas consumed through prepay meters will be paid for at the regular rates. Consumer will be credited with all money collected from meters and billed for balance, which balance will be subject to 10 per cent penalty if not paid for within ten (10) days of date of bill. Right reserved to discontinue prepay meters at any time.

It contends that the increased cost of labor and material in the production of other forms of energy in competition with its form of energy is such, that it can compete under this new schedule of rates with its competitors. It is urged by the protestants that the new schedule of rates if allowed will drive customers from the gas company. We have here a contest between the coal mine, the forest and the hydro-electric plant on one hand and gas upon the other. We realize that a shifting from the use of one of these sources of heat to another entails an expense upon the consumer but in the very nature of things the gas company cannot long survive under present conditions, that is, constantly losing money.

Permitting the new schedule to go into effect will demonstrate the validity of the company's claim that it can survive if permitted a proper rate. A short period of time will prove its judgment to be good or bad. As it has no monopoly in the heating field, and no one in Everett, Snohomish or Monroe is, or will be, at its mercy, we believe that we are warranted in allowing a trial of this rate, which is exceptionally high, as compared with other gas rates in this state.

In its brief the Riverside Commercial Club claims that the rates in the company's tariff No. 3 were by this Commission found fair and reasonable. While that is true we also distinctly held that they were not sufficient.

In rendering this decision, we are not unmindful of the solicitations of the president of the United States, the comptroller of currency, the director

general of railroads, and the war board, each and all of whom have urged upon state commissions, the allowance of rates which will at least permit an efficient service. In this connection we might well cite the decision of a large committee of representative citizens of Tacoma and the city council of that place in permitting a raise in street car fare from five to seven cents that the company might render proper service.

Wherefore, It Is Ordered, That the protests of the city of Everett and Riverside Commercial Club be, and the same hereby are overruled, and that the schedule of rates and provisions contained in tariff No. 3, first revised sheet No. 2, cancelling original sheet No. 2 of said company shall become effective as of date September 1, 1918.

No. 4741.

The Public Service Commission of Washington and the City of Seattle, a Municipal Corporation, Complainants, v. Seattle Lighting Company, a Corporation, Respondent.

Increased gas rates; order of suspension pending hearing.

November 25, 1918, the Commission entered the following

Suspension Order.

Whereas, The Seattle Lighting Company has filed "Second Revised Sheet No. 4, cancelling First Revised Sheet No. 4, Tariff No. 2, W. P. S. C. No. 2," said sheet being issued October 3, 1918, filed with this Commission October 4, 1918, effective November 10, 1918; and

Whereas, On November 7, 1918, this Commission issued an order of suspension herein, and fixed November 25, 1918, at 9:30 o'clock a. m., at the assembly room of the Chamber of Commerce, Seattle, Washington, as the time and place for hearing the protests against the proposed increased rates; and

Whereas, On November 8, 1918, complaint was made by the city of Seattle in the above entitled cause, which was consolidated with the challenge of the Commission herein; and

Whereas, Under date of November 21, 1918, the Seattle Lighting Company, in the following communication, has made application for a continuance of the hearing of the above entitled cause, to-wit:

Referring to the revised tariff of the Seattle Lighting Company, filed with you October 4, 1918, and which we asked to become effective on November 10, 1918, and which is set for hearing on November 25th, we desire at this time to ask that said hearing be postponed.

We make this request because of the changed conditions now existing from those existing on October 3, 1918, when we made this request, based upon the increase in wages, oil, coal and taxes. Then no one could predict the end of the war. We have granted an increase in wages as of September 1, as evidenced by our contracts with the various unions; and the United States fuel administrator had increased the price of both oil and coal. The increase in our taxes for next year is now a fixed fact and cannot be changed and are in a very substantial sum.

However, peace is now an assured fact and this company wishes to do all it can to stabilize conditions and is willing to bear more than its share of the burdens, and would therefore ask that the hearing set for November 25th may be continued to December 27, 1918, so that in the meantime, the country may have an opportunity to return to more normal conditions and we may be able to more definitely determine what is best to do, at which time if we wish

to continue our application and it is granted in whole or in part, rates may be made effective as of December 1, 1918.

We have advised the corporation counsel of the city of Seattle, who makes no objection to the requested continuance, and are also sending him a copy of this letter.

Yours truly,

Seattle Lighting Company,

By Clise & Poe, Its Attorney.

Now, Therefore, It Is Ordered, That in conformity with said request, said hearing is postponed to December 27, 1918, and the operation of said second revised sheet No. 4, Tariff No. 2, W. P. S. C. No. 2, of the Seattle Lighting Company be, and the same hereby is, suspended until sixty days from this date, to-wit, until January 24, 1919, the Commission reserving to itself, should it see fit upon such hearing to enter an order granting the proposed increase in rates, in whole or in part, to make its order effective as of December 1, 1918, as the facts adduced at such hearing may justify.

November 27, 1918, the following Order was issued:

Whereas, The Seattle Lighting Company has filed "Second Revised Sheet No. 4, cancelling First Revised Sheet No. 4, Tariff No. 1, W. P. S. C. No. 1," said sheet being issued November 4, 1918, filed with this Commission November 6, 1918, effective December 10, 1918; and

Whereas, The Commission desires to investigate the same, and is unable to complete such investigation prior to the effective date of such proposed tariff;

Now, Therefore, It Is Ordered, That the operation of "Second Revised Sheet No. 4, cancelling First Revised Sheet No. 4, Tariff No. 1, W. P. S. C. No. 1," of the Seattle Lighting Company be, and the same is, hereby suspended until January 24, 1919; and

It Is Further Ordered, That the rate found to be fair, reasonable and sufficient, by the Commission, shall become effective as of date December 10, 1918.

ORDERS WAIVING STATUTORY NOTICE.

The following orders were entered by the Commission on petition of the utilities, permitting new tariffs to become effective immediately, instead of effective after thirty days' statutory notice:

No. 3040.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rate on logs, carloads, Nelson Spur to Salsich Junction, and Kapowsin, in ordinary cars and cars equipped with patent bunks.

No. 3041.

Newaukum Valley Railroad Company. To publish supplement No. 2 to local and proportional freight tariff No. 1, increasing minimum.

No. 3042.

Puget Sound Electric Railway. To publish reduction in fares, special round-trip party tickets, Tacoma-Puyallup.

No. 3043.

Pacific Northwest Traction Company. To publish reduction in rate on slab wood and mill wood, from Bellingham to Mount Vernon.

No. 3044.

Northern Pacific Railway Company. Restoring provisions of tariff No. 1012-E, regarding demurrage and car service rules, as amended by supplements Nos. 14-F, 15 and 15-A.

No. 3045.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on cull apples from Tacoma to Olympia.

No. 3046.

Northern Pacific Railway Company. To publish reduction in rate on cider and vinegar from Yakima to Everett.

No. 3047.

Great Northern Railway Company. To publish an extension of time on certain rates heretofore published in order to continue same in effect December 31, 1918.

No. 3048.

Northern Pacific Railroad Company. To publish reduction in rates on sulphur dioxide from Tacoma to Dupont, when loaded in tank cars.

No. 3049.

Great Northern Railway Company. To publish reduction in rates on sulphur dioxide from Tacoma to Dupont, carloads, in tank cars.

No. 3050.

Northern Pacific Railway Company. To publish reduction in rate on manure from Camp Lewis, American Lake, to Black River.

No. 3051.

Great Northern Railway Company. To publish reduction in rate on manure from Camp Lewis, American Lake, to Black River.

No. 3052.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on manure from Camp Lewis, American Lake, to Black River.

No. 3053.

Northern Pacific Railway Company. To publish additional rates on cars equipped with patent bunks.

No. 3054.

Northern Pacific Railway Company. To publish reduction in rate on fertilizer from Yakima to Tieton.

No. 3055.

Chicago, Milwaukee & St. Paul Railway Company. To publish rate on hardwood logs from Churchill Spur to Tacoma.

No. 3056.

Great Northern Railway Company. To publish reduction on sawlogs, carloads, from Concrete to Bellingham.

No. 3057.

Tacoma Railway & Power Company. To publish reduction in rate on manure from South Tacoma to asylum at Steilacoom.

No. 3058.

Great Northern Railway Company. To publish an extra charge for the weighing of oil, carloads, moving from Smith's Cove to Proctor & Gamble's storage tank.

No. 3059.

Newaukum Valley Railroad Company. To publish increased demurrage charges to comply with director general's order No. 3.

No. 3059.

Cowlitz, Chehalis & Cascade Railway Company. To publish increased demurrage charges to comply with director general's order No. 3.

No. 3059.

Chicago, Milwaukee & St. Paul Railway Company. To publish demurrage charges to comply with director general's order No. 3.

No. 3059.

Oregon-Washington Railroad & Navigation Company. To publish demurrage charges to comply with director general's order No. 3.

No. 3060.

Northern Pacific Railway Company. To publish reduction in rate on fertilizer from McMillin to various specified stations.

No. 3061.

Chicago, Milwaukee & St. Paul Railway Company. To publish reduction in rates on logs, carloads, from Sparr to Hoquiam.

No. 3062.

Oregon-Washington Railroad & Navigation Company. To publish same milling in transit privileges on barley as exist on wheat to aid in conservation.

No. 3063.

Pacific Northwest Traction Company. To publish reduction in rate on logs, carloads, from Knutzen's Spur to Burlington.

No. 3064.

Frank Waterhouse & Company. To publish new charges for wharfage, dockage, storage and handling of freight to meet increased cost of operation.

No. 3065.

Puget Sound Electric Railway. To publish reduction in rates on cement, sand and gravel from Tacoma to McAleer, Ardena and Firwood.

No. 3066.

All roads in State of Washington. Required to publish tariffs containing changes in demurrage rules, regulations and charges in compliance with director general's order No. 7. I. C. C., fifteenth section, order No. 300.

No. 3067.

North Coast Powder Company. To publish reduction in residential and commercial lighting rates at Centralla, Adna, Meskill and Littell.

No. 3068.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel, carloads, Grandview to Sunnyside.

No. 3069.

Northern Pacific Railway Company. To publish reduction in rate on tree-nails from Walla Walla to Aberdeen, South Aberdeen, Hoquiam and Cosmopolis.

No. 3070.

Oregon-Washington Railroad & Navigation Company. To publish reduction in rate on logs from Tono to Bucoda.

No. 3071.

Spokane & Inland Empire Railroad Company. To publish supplement providing that articles subject to grain rates include flour manufactured from wheat, buckwheat, corn, potatoes, rye, barley and oats, including self-raising flour.

No. 3072.

Northern Pacific Railway Company. To publish tariff, including barley and oat flour in description of commodities taking flour rates.

No. 3073.

Oregon-Washington Railroad & Navigation Company. To publish rate on logs from Saginaw to Chehalis.

No. 3074.

Northern Pacific Railway Company. To publish rate on sand and gravel, carloads, from Centralia to Star Timber Company.

No. 3075.

Oregon-Washington Railroad & Navigation Company. To publish same rates on flour manufactured from barley and oats as are in effect on wheat flour, by reason of war regulations.

No. 3076.

Spokane, Portland & Seattle Railway Company. To publish same rates on substitutes manufactured from barley, oats, rye, potatoes, buckwheat, corn, etc., as apply on wheat flour, by reason of war regulations.

No. 3077.

Oregon Trunk Railway. To publish same rates on substitutes manufactured from barley, oats, rye, potatoes, corn, etc., as apply on wheat flour by reason of war regulations.

No. 3078.

Chicago, Milwaukee & St. Paul Railway Company. To publish amended commodity description to include barley and oat flour, etc., making wheat flour rates applicable on substitutes by reason of war regulations.

No. 3079.

Northern Pacific Railway Company. To publish reduction in rate on manure from American Lake, Camp Lewis to North Bend.

No. 3080.

Great Northern Railway Company. To publish same rate for oat and barley flour as applicable on wheat flour, by reason of war regulation.

No. 3081.

Northern Pacific Railway Company. To publish switching charge on Stearns Lumber Company's spur near Carlisle.

No. 3082.

Oregon-Washington Railroad & Navigation Company. To publish rate on cedar logs from Bleckson to Bucoda.

No. 3083.

Yakima Valley Transportation Company. To publish rate for switching service between Yakima Valley Transportation Company Transfer and car barns.

No. 3084.

Great Northern Railway Company. To publish rate for permitting train to stop on main line south of Everett Junction.

No. 3085.

Northern Pacific Railway Company. To publish reduction in rate on manure from American Lake, Camp Lewis to McMillin.

No. 3086.

Northern Pacific Railway Company. To publish reduction in rate on manure from Camp Lewis, American Lake to Renton, and to Midlakes.

No. 3087.

Great Northern Railway Company. To publish reduction in rate on saw-logs, carloads, Sultan Junction to Everett.

No. 3088.

Puget Sound & Willapa Harbor Railway Company. To publish rate on logs, carloads, from Davis to Raymond, being new movement.

No. 3089.

Northern Pacific Railway Company. To publish reduction in rate on sand and gravel from Bordeaux Junction to Cedar Creek Siding.

No. 3090.

Great Northern Railway Company. To publish reduction in rates on rails, iron or steel, and fastenings, viz., splices, railroad spikes, tie plates, track bolts and washers, from Spokane to Seattle, and to Tacoma.

No. 3091.

Great Northern Railway Company. To publish rate for permitting train to stop on main line at point near Berlin.

No. 3092.

All roads in State of Washington. To publish diversion and reconsignment charges in compliance with Interstate Commerce Commission, fifteenth section, order No. 499.

No. 3093.

Oregon-Washington Railroad & Navigation Company. To publish new rules, etc., for diversion and reconsignment of freight carloads, to conform to comply with Interstate Commerce Commission order No. 499.

No. 3094.

Northern Pacific Railway Company. To publish reduction in rate on saw-logs in 10-car lots from Hazel to Big Lake.

No. 3095.

Northern Pacific Railway Company. To publish reduction in rate on coal from Wilkeson to Fairfax.

No. 3096.

Northern Pacific Railway Company. To publish rate on sheep between Kennewick, Klona, Prosser, Toppenish and Yakima on the one hand and Pateros, Chiwaukum and Riverside. No rates in effect.

No. 3097.

Northern Pacific Railway Company. To publish milling in transit arbitrary on wheat at Sprague originating at Govan, Almira and Hanson.

No. 3098.

Pacific Lighterage Company. To publish rate on canned salmon from Bellingham, Anacortes, and San Juan Island points to Seattle. New movement by lighters necessary owing to emergency.

No. 3099.

Continental Telegraph Company. To publish reduction in rate as applying between Dishmans and Spokane through elimination of local charge for transferring messages destined to points on competitive lines.

No. 3100.

Northwest Lighterage Company. To publish rates on canned salmon from San Juan Island points, Bellingham and Anacortes to Seattle. U. S. Army quartermaster's department needs.

No. 3101.

Northern Pacific Railway Company. To publish reduction in rate on pulp wood from Napavine to Lowell.

No. 3102.

North Coast Power Company. To publish reduction in rates on commercial and residential lighting rates at Chehalis.

No. 3103.

Seattle, Port Angeles & Western Railroad Company. To publish rate on logs from Majestic to Twin Rivers. New movement.

No. 3104.

Seattle, Port Angeles & Western Railway Company. To publish rate on logs from Majestic and Twin Rivers to Carlsborg. No rate in effect.

No. 3105.

American Railway Express Company. To publish tariffs conforming fifteenth section, order No. 746, of the Interstate Commerce Commission applying upon interstate traffic.

No. 3106.

Northern Pacific Railway Company. To publish reduction in rate on lime rock from Limestone to Yakima, Toppenish and Sunnyside.

No. 3107.

Great Northern Railway Company. To publish same rate on car returned empty, when ordered, as applied to loaded car.

No. 3108.

Spokane & Inland Empire Railroad Company. To publish new schedule of fares conforming to director general's order No. 28.

No. 3109.

Spokane & Inland Empire Railroad Company. To publish special supplements to certain specified tariffs, in order to have uniformity in rates on interstate and intrastate tariffs, the present interstate rates being on basis of general order No. 28.

No. 3110.

Port of Seattle. To publish certain bulk grain rates, to conform to rules of United States Food Administration Grain Corporation.

No. 3111.

Spokane & British Columbia Railway Company. To publish tariffs looking to uniformity of rates on basis of director general's order No. 28.

No. 3112.

Walla Walla Valley Railway Company. To publish a rate of 10 cents between all points outside of city limits on Walla Walla line and all other points on city division lines. Restoration of service.

No. 3113.

Farmers Telephone & Telegraph Company. To publish certain rules governing vacation rate service. In effect a reduction.

No. 3114.

Spokane & Inland Empire Railroad Company. To publish certain reduction in milk and cream rates to Spokane from Garfield, Cove and Oakesdale.

No. 3114 Supplemental.

Spokane & Inland Empire Railroad Company. To waive publication of rates set out in petition covered by order No. 3114 by reason of the fact that the establishment of such rates did not prove expedient.

No. 3115.

Puget Sound Electric Railway. To publish reduction in certain commutation fares for regular patrons.

No. 3116.

Yakima Valley Transportation Company. To publish certain demurrage rules conforming with Interstate Commerce Commission, fifteenth section, order No. 900.

No. 3117.

Spokane International Railway Company. To publish special supplement conforming to director general's order No. 28.

No. 3118.

Coeur d'Alene & Pend d'Oreille Railway Company. To publish special supplement conforming to director general's order No. 28.

No. 3119.

Spokane, Portland & Seattle Railway Company. To publish new demurrage rules under director general's order No. 7.

No. 3121.

Washington Western Railway Company. To publish new rates in conformity with director general's order No. 28.

No. 3122.

Seattle Everett Dock & Warehouse Company. To publish tariff omitting storage charge of $2\frac{1}{2}$ cents per case per month on case oil.

No. 3123.

Walla Walla Valley Railway Company. To publish an 8-cent suburban fare, being an increase in which the patrons of the road acquiesce.

ORDERS PERMITTING REFUNDS.

Orders permitting refunds were signed as follows:

No. 2061.

Northern Pacific Railway Company. For authority to refund to basis of 5¼ cents on four carloads of manure moving from Camp Lewis to Seattle, during October, 1917.

No. 2062.

Oregon-Washington Railroad & Navigation Company. For authority to make refund on certain shipment of logs moving from Hanna and Chehalis to Olympia, moving September 25 and October 1, 1917.

No. 2063.

Oregon-Washington Railroad & Navigation Company. For authority to protect actual weight on certain shipment of sawmill machinery moving from Galvin to Winlock, August 9th and 15th, 1917, account of larger car ordered and smaller car furnished at company's convenience.

No. 2064.

Chicago, Milwaukee & St. Paul Railway Company. For authority to make refund to basis of 35 cents on certain shipment of grape fruit juice moving from Spokane to Seattle, July 14, 1917, account of issuance of erroneous rate.

No. 2065.

Chicago, Milwaukee & St. Paul Railway Company. For authority to protect actual weight on certain shipment of fire brick moving Clay City to Wilkeson.

No. 2066.

Yakima Valley Transportation Company. For authority to refund to basis of \$8.00 per car on two certain carloads of metal flume moving from North Yakima to Steenson, February 26th, 1917.

No. 2067.

Chicago, Milwaukee & St. Paul Railway Company. For authority to apply a rate of 2.4 cents on shipment of alder and maple logs moving from Churchill's Spur to Tacoma, July 24, 1917. No rate in effect on hardwood at time shipment moved.

No. 2068.

Chicago, Milwaukee & St. Paul Railway Company. For authority to waive demurrage charges on certain shipments of rock moving from Alder to South Aberdeen during the months of June and July, 1915. For use on government jetty work, and weather conditions preventing delivery.

No. 2069.

Oregon-Washington Railroad & Navigation Company. For authority to waive certain charges made through erroneous billing of carload of fruit destined North Yakima shipped October 19, 1917, from Cutler.

No. 2070.

Oregon-Washington Railroad & Navigation Company. For authority to refund certain excess charges on shipment of two carloads of apples moving from Zillah and Sunnyside to Spokane, December 1st and November 17th, 1917, respectively. To equalize Northern Pacific rates.

No. 2071.

Oregon-Washington Railroad & Navigation Company. For authority to apply a milling in transit rate of 5 cents on certain movement of wheat from Pomeroy to Zillah moving under waybill of date August 18th, 1916, and milled in transit at Dayton. Account of no rate in effect at time shipment moved.

No. 2072.

Chicago, Milwaukee & St. Paul Railway Company. For authority to refund excess charges on certain carload of sewer pipe moving from Taylor to Ashford, September 1, 1917. Created by reason of erroneous routing.

No. 2073.

Chicago, Milwaukee & St. Paul Railway Company. For authority to refund switching charges assessed by the Northern Pacific Railway Company on four certain carloads of hay moving from Regal to Tacoma, March, 1916, and September, 1917. Said charges should have been absorbed by the Chicago, Milwaukee & St. Paul Railway Company.

No. 2074.

Chicago, Milwaukee & St. Paul Railway Company. For authority to waive collection of excess charges assessed on a carload of wheat moving Ralston to Seattle, February 23rd, 1917. Account of different car furnished at carrier's convenience.

No. 2075.

Oregon-Washington Railroad & Navigation Company. For authority to refund excess charges in the sum of \$30.75 assessed on two carloads of logs moving from Saginaw to Chehalis, January 30 and February 9, 1918. No rate in effect at dates of movement.

No. 2076.

Yakima Valley Transportation Company. For authority to waive collection of excess freight charges on certain shipments of asphalt and asphalt equipment on movement between track connections with other rail lines, Yakima, and car barns station, Yakima, during the months of February and March, 1918.

No. 2077.

North Coast Power Company. For authority to refund certain excessive charges assessed for commercial and residential lighting at Chehalis to basis contained in tariff No. 2 first revised, sheet No. 21, the latter being a just and reasonable charge.

No. 2078.

Chicago, Milwaukee & St. Paul Railway Company. For authority to protect a rate of \$1.25 on logs moving from Wilson's Spur to Preachers Slough, between September 3rd and December 22nd, 1916, inclusive, in order to equalize Oregon-Washington Railroad & Navigation Company rates.

No. 2081.

Yakima Valley Transportation Company. For authority to protect a minimum carload rate on cordwood moving from Yakima to Selah between October 28 and November 20, 1916, inclusive. On account of discrepancy between weight carrying capacity and established minimum of cars used.

No. 2082.

Oregon-Washington Railroad & Navigation Company. For authority to protect a rate of \$1.70 on logs moving from Nelsens Spur to Hoquiam in May and June, 1918. No specific commodity rate in effect on date of movement.

No. 2083.

Great Northern Railway Company. For authority to refund certain demurrage charges collected incident to longshoremen's strike.

No. 2084.

Chicago, Milwaukee & St. Paul Railway Company. For authority to protect a 7-cent rate on fuel oil moving from Bellingham to Kulshan in April, June, July, and August, 1917.

REPORT OF TRAFFIC DEPARTMENT.

The traffic department is the rate department of the Commission. It is prepared to furnish the Commission information and statistics relative to the rates, rules, traffic and operation pertaining to the various utilities under the jurisdiction of the Commission.

The traffic department is the custodian of all tariff and rate schedules filed by common carriers and public utilities. Cancelled tariffs have been carefully filed and preserved from the time of the organization of the Commission and are always available for the use of the Commission and the public. Federal control has increased rather than diminished the number of tariffs to be filed, and all tariffs and orders issued by the United States Railroad Administration are carefully filed to make a complete set of reference tariffs for all roads, against the time when they are released from federal control. The common carriers and public utilities filing tariffs are listed by name and address in another section of this report. A summary, however, of the companies now doing business in this state will indicate the large number of tariffs and supplements received, checked and filed, with cancelled items eliminated, to-wit:

- 7 telegraph companies.
 - 11 gas companies, serving 21 towns.
 - 30 irrigation companies.
 - 111 domestic water companies.
 - 82 electric companies, serving 314 towns and suburban territory.
 - 172 telephone companies, operating 341 exchanges.
 - 138 dock companies.
 - 44 steam railroads.
 - 20 electric railways.
 - 5 express companies, consolidated into one July 1, 1918.
 - 289 water transportation companies.
-
- 909 utilities (total).

During the year an unusually large number of tariffs were filed by utilities calling for advances in rates, due to the high cost of material and scarcity of labor resulting from war conditions.

In addition to tariffs each common carrier and public utility is required to file an annual financial and operating report of its business. These reports are filed for future reference.

Contrary to general expectation, the federalization of railroads increased the labors of the Commission's traffic department. The radical increase in rates, and changes in demurrage and diversion and reconsignment rules and charges, which disturbed long established rates and rate relations, created confusion among shippers, who appealed to the traffic department for relief. The 25 per cent horizontal increase in freight rates was vigorously protested, and resulted in several concessions with shippers and the railroad administration, and a hearing in Portland before Interstate Commerce Commissioner Aitchison, and a continued hearing at Washington, D. C., where a compromise was reached reducing the advance on apples alone to 10 per cent, a saving of approximately \$1,250,000.00 to the Northwest apple growers. For these conferences and hearings the traffic department, under the direction of the Commis-

sion's traffic expert, Mr. O. O. Calderhead, prepared a vast amount of statistical data involving much study and labor.

The inequalities and discriminations brought about by the 25 per cent horizontal increase are now in process of readjustment by the railroad administration, through its director of traffic and district freight traffic committees, upon a general appeal from shippers. These realignments are now receiving the careful study and close attention of the traffic department.

During the months of December, 1917, and January and February, 1918, the traffic department made an exhaustive study of switching conditions at Seattle, Spokane and Tacoma, for the purpose of unifying operation and equalizing charges. Government operation of the railroads has prevented immediate use of the valuable data gathered, but it is available for future reference.

The merger of the five great express companies into one with the 10 per cent increase in rates effective July 1st, and the hearing in Portland, September 20th, and the adjourned hearing in Washington, D. C., October 10th on this and another proposed increase of 10 per cent in express rates, necessitated much work on the part of the traffic department.

The close of the war is expected to bring about reductions and a readjustment of rates to a peace basis. In the solution of these complex problems the traffic department must be prepared to assist the Commission in the most efficient manner possible, without confusion and without discrimination.

The traffic department is therefore entering upon the study of immediate and important problems of vital interest to the state which will come before the Commission for consideration and decision.

Among the problems growing out of federal control is the proposed uniform classification to take the place of the official, southern and western classifications now used in different sections of the country. There is much merit in a single classification to be of general application, provided the ratings can be so arranged that our infant industries, located in a sparsely populated state and having the long haul, both in and out, will not be put to disadvantage as compared to the densely populated and highly developed industrial localities of the east.

Another problem is the proposed scale of standard class rates by which the country is divided into five zones—some being 100 per cent zones, others 75 per cent zones and still others 120 per cent zones. The states of Washington, Oregon and California are scheduled for Zone 5, which will be a 100 per cent zone. The states of Idaho, Montana, Wyoming, Utah, Colorado, Nevada, Arizona and New Mexico will be a 120 per cent zone, while the next block of states immediately east will form a 75 per cent zone. By this scale it is proposed to abolish the present state and interstate class rates, and make class rates at a stated rate per group of each five miles applicable anywhere within the zone. This departure from established practice will require close scrutiny and careful study.

Still another problem is the proposed second 10 per cent increase in express rates which the director general has announced his determination to initiate about January 1st.

These problems, together with the reductions in rail rates due to come with the declaration of peace, involve the most careful study of intricate rate structure by experts and the assembling of statistics for the use of the Commission in the consideration of each question.

REPORT OF SAFETY INSPECTORS.

Olympia, Wash., November 5th, 1918.

To the Public Service Commission of Washington, Olympia, Wash.

Gentlemen: A brief report of the duties performed by the inspectors of tracks, safety appliances and electrical construction and maintenance, for the Public Service Commission from November 1st, 1917, to November 1st, 1918, is herewith submitted.

In addition to their usual duties, the inspectors devoted part of their time to other lines of work, particularly assisting the federal fuel administrator in transportation matters and checking car shortage conditions, and improper handling of cars.

Owing to war conditions little new safety construction has been undertaken, but some work previously arranged for has been partly done.

The Seattle, Portland & Spokane Railway has installed thirteen station and tunnel protective semaphores within the state.

A safety switch has been put in on the Northern Pacific Railway at the foot of the grade approaching the railroad crossing of the Great Northern Railway at Sedro Woolley.

A manually operated block signal system has been installed on the tracks jointly used by the North Coast Power Company at Chehalis, and the Cowlitz, Chehalis & Cascade Railway. This was done at the request of the Commission.

The track conditions on the railroads within the state have not deteriorated during the past year, although the shortage of common labor was very seriously felt in this work in the early part of the year. This condition has improved during the past four months. Much work has been done and the physical condition of the track at the present time is good.

It will be noted that the percentage of defects found in equipment has increased. This is ascribed to the shortage of car repairers and to the additional fact that an unusual number of cars from eastern systems have been used in this district. These cars being of long service have not been kept up to the standard of the cars generally used by western roads.

Of the fatal accidents occurring within the state during the past year, only one can be traced to defective equipment. This occurred on the tracks of the Oregon & Washington Railway near Thomas Station, and was clearly caused by a broken spring-hanger on the engine truck.

Within the year the Chicago, Milwaukee & St. Paul Railway has changed its system of train operations and has adopted a set of transportation rules conforming closely to the standard code. While this is gratifying to the inspectors, the attention of the Commission is called to the fact that no two railroads within the state operate under exactly the same rules and there are instances where train crews operating over joint track come under as many as five different sets of rules on one trip. Now that the operations of the railroads are all under one head, it would seem to be a proper time for an effort to be made to bring all train operations under one uniform set of rules, and it is recommended that the State Commission bring this matter to the

attention of the federal railroad director to the end that, if possible, this much desired result might be attained.

Fatal accidents investigated by inspectors are as follows:

Steam Railroads—

Employees	42
Passengers	2
Trespassers	26
Crossing accidents (automobiles).....	10
Crossing accidents (pedestrians).....	5

Street and Electric Roads—

Employees	2
Passengers	3
Trespassers	5
Crossing accidents (automobiles).....	9
Crossing accidents (pedestrians).....	5
Death from restricted clearances.....	2

Number of Cars Inspected, 13,517. Defects noted as follows:

Couplers out of contour.....	0
Knuckle pins broken.....	40
Lock block broken, couple inoperative.....	71
Uncoupling levers missing.....	6
Uncoupling chains kinked.....	12
Uncoupling chains broken.....	15
Couplers low	10
Couplers high	3
Ladders missing	4
End hand holds bent.....	20
Sill steps bent.....	14
Sill steps not sufficient clearance.....	4
Grab irons missing.....	16
Grab irons bent.....	201
Hand brakes inoperative.....	16
Air brakes cut out.....	22
Air brakes not operating.....	34
Release rods missing.....	21
Angle cock handles broken.....	11
Train pipes loose.....	9
Running board defective.....	13
Sharp flanges	1
Old air	72
Total.....	615

Engine Defects Noted—

Sharp flanges, driver.....	5
Sharp flanges, engine trucks.....	1
Sharp flanges, tank.....	2
Coupler low	3
Driving brake inoperative.....	0
Excessive piston travel.....	5
Broken frame on tank truck.....	0
Leaky piston rod packing.....	59
Leaky valve stem packing.....	27
Hand rail missing.....	2
Hand rails improperly located.....	0
Total.....	104

Inspected—	1917	1918
Cars	12,307	13,517
Engines	1,302	1,401
Total defects	544	719
Switch blocks missing.....	309	299

List of Violations of Electrical Construction Rules Detected—

Rule No.	Violations
1	157
2	14
3	20
8	22
9	1
11	96
12	11
36, paragraph 10.....	17
36, vertical clearance.....	6
36, paragraph 5.....	6
36, paragraph 3.....	3
Total.....	353

Fatalities—

Linemen	3
Sub operators	1
To other than employees.....	3
Total.....	7

The violations for twelve months ending November 1st, 1918, have increased very materially over the previous twelve months, as in the twelve months ending November 1st, 1917, only 46 was of record, while in the period ending November 1st, 1918, 353 is of record. Some of this increase is due to the Portland Power & Light Company of Oregon building sub-stations at Lind and Pasco, also extending their lines in this state.

Type of sub-station constructed at Lind and Pasco: Outside door type, buss lines transformers and oil switches located in the open air within a fence enclosure. All guys on poles within this enclosure were put on in violation of Rule 11, the company claiming that this rule did not apply to outdoor sub-stations. See following opinion of Attorney General of this state on the matter:

Olympia, May 17, 1918.

Public Service Commission,
Olympia, Washington.

Gentlemen: You have requested the opinion of this department upon following:

At certain of its sub-stations an electric power company has constructed and maintains fences which completely enclose guy wires such as those described in rule 11 of section 4976-1, Rem. Code. These fences render the guys inaccessible to the public. The company states that none of the poles to which the guys are attached would be climbed (presumably by its employees) while the line was alive. The guys are not insulated.

Rule 11 reads: "No guy wire or cable shall be placed, run, erected, maintained or used within the incorporate limits of any city or town on any pole or appliance to which is attached any wire or cable used to conduct electricity without causing said guy wire or cable to be efficiently insulated with circuit breakers at all times at a distance of not less than eight feet nor more than ten feet measured along the line of said guy wire or cable from each end

thereof; provided, no circuit breaker shall be required at the lower end of the guy wire or cable where the same is attached to a ground anchor, nor shall any circuit breaker be required where said guy wire or cable runs direct from a grounded messenger wire to a grounded anchor rod."

You inquire as to whether the company is violating the provisions of this rule.

Section 4976-1 in the first paragraph provides: "It shall be unlawful from and after the passage of this act for any officer, agent, or employee of the State of Washington or of any county, city or other political subdivision thereof, or for any other person, firm, or corporation, or its officers, agents or employees to run, place, erect, maintain or use any electrical apparatus or construction, except as provided in the rules of this act."

Section 4976-1 gives the Commission power to amend, alter and change the rules as to electrical construction.

While the method employed by the company for protecting the public and its employees from a practical standpoint may be as safe as that provided in rule 11, it is apparent that the method adopted is not such as is contemplated by the statute, and you are advised that until such time as the rule may be amended, altered or changed by your Commission, a continuance of this practice is a violation of the law.

Respectfully submitted,

(Signed) Hance H. Cleland,
Assistant Attorney General.

Respectfully submitted,

J. F. Reardon,
Chief Inspector.

T. S. McEachran,
Assistant.

DISPOSITION OF CASES INVOLVING ACCIDENTS OR WRECKS ON RAILWAYS OR OTHER PUBLIC UTILITIES.

FORMAL INVESTIGATIONS.

Investigations were conducted by the Commission or by the inspector of tracks and safety appliances in the following cases where fatal accidents occurred in or about public utilities, and orders based on such investigations were entered:

No. of Case	Date of Accident	Name of Utility	Place At or Near	Victim
4012	Dec. 8, 1915	G. N. Ry.....	Cascade Tunnel	C. B. Nyhus, fireman.
4020	Dec. 30, 1915	N. P. Ry.....	Tacoma.....	Wm. Scott, switchman.
4025	Jan. 22, 1916	G. N. Ry.....	Corea.....	
4051	Jan. 3, 1916	P. & T. & P. S. Ry..	.....	Frank McDonald.
4199	Aug. 7, 1916	G. N. Ry.....	Leavenworth...	C. W. Patterson, trespasser.
4262	.....	G. N. Ry.....	Dryden.....	Hans Dahms, fireman.
4303	Jan. 17, 1917	N. P. Ry.....	Marshall.....	O. M. Williams, conductor.
4327	Feb. 8, 1917	T. R. & P.....	Tacoma.....	Four passengers injured.
4334	Feb. 19, 1917	G. N. Ry.....	Tye.....	Chas. Dean, engineer.
4343	Feb. 24, 1917	T. R. & P. Ry.....	Tacoma.....	O. N. Sayre, injured.
4362	Mar. 24, 1917	G. N. Ry.....	Embro.....	
4425	June 16, 1917	N. P. Ry.....	Spokane.....	J. E. Noble, switchman.
4436	July 2, 1917	P. N. W. T. Co.....	Martha Lake...	Harvey Pownall, lineman.
4484	Aug. 13, 1917	Peninsular R. R.....	Shelton.....	Chas. Johnson, brakeman.
4491	Aug. 26, 1917	G. N. Ry.....	Trinidad.....	Wm. B. DeRush, engineer.
4494	Aug. 30, 1917	N. P. Ry.....	Centralla.....	Sam Axworthy, bridge carpenter.
4499	Sept. 5, 1917	N. P. Ry.....	Menlo.....	John Logan.
4511	Sept. 21, 1917	Pacific T. Co.....	Flett.....	Andrew Boltino, motorman.
4521	Sept. 30, 1917	P. S. E.....	Pacific City.....	Three persons.
4533	Oct. 26, 1917	G. N. Ry.....	So. Bellingham.	C. F. Smith, brakeman.
4536	Nov. 6, 1917	N. P. Ry.....	Kanaskat.....	Unknown.
4537	Nov. 10, 1917	G. N. Ry.....	Puyallup.....	Leonard Ott, passenger.
4538	Nov. 8, 1917	N. P. Ry.....	Spokane.....	Harry Bristow, laborer.
4548	Nov. 26, 1917	N. P. Ry.....	Cle Elum.....	Rufus Baxter, employee.
4552	Nov. 7, 1917	P. S. T. L. & P. Co..	Bellingham.....	Eighteen persons.
4554	Dec. 6, 1917	O. W. R. & N.....	Chester.....	W. L. Fuller, brakeman.
4556	Dec. 9, 1917	G. N. Ry.....	Blaine.....	Ed Erickson, laborer.
4562	Dec. 24, 1917	O. W. R. & N.....	Rockford.....	Mart Ewing, laborer.
4574	Dec. 27, 1917	N. P. Ry.....	Bunker.....	J. E. Slaybough, employee.
4581	Jan. 7, 1918	S. P. & S.....	.....	W. D. Farley, conductor.
4582	Jan. 7, 1918	N. O. Power Co.....	Kelso.....	F. L. Patton.
4584	Jan. 8, 1918	N. P. Ry.....	Toppenish.....	May Carp, brakeman.
4585	Feb. 21, 1918	G. N. Ry.....	Goldbar.....	J. Waudin, brakeman.
4587	Nov. 5, 1917	P. P. & L. Co.....	Outlook.....	Viola Moore.
4593	Jan. 21, 1918	Pac. Tel. & Tel. Co..	Bremerton.....	Jesse Hockett, lineman.
4597	Jan. 25, 1918	N. C. P. Co.....	Kalama.....	Geo. Ratliff, lineman.
4601	Jan. 31, 1918	G. N. and N. P.....	Sedro Woolley..	Seven passengers.
4602	Feb. 2, 1918	N. P. Ry.....	Centralla.....	W. J. Scrum, laborer.
4604	Feb. 7, 1918	N. P. Ry.....	Lamont.....	F. F. Fuller, brakeman.
4605	Feb. 9, 1918	G. N. Ry.....	Blaine.....	Wm. Wilson, bridge carpenter.
4606	Feb. 5, 1918	O. M. & St. P. Ry...	Snoqualmie Tunnel.....	John Lavin (2), section laborers.
4608	Feb. 15, 1918	C. M. & St. P. Ry...	Warden.....	Timothy J. O'Rourke, signal main- tenance.
4610	Feb. 21, 1918	N. P. Ry.....	Centralla.....	B. Parsons, conductor.
4621	Mar. 24, 1918	G. N. Ry.....	Reiter.....	J. H. Dorety, fireman.
4622	Mar. 31, 1918	N. P. Ry.....	Auburn.....	A. J. Minnston, brakeman.
4628	April 13, 1918	Tac. Mun. Car Line..	Tacoma.....	Chas. H. P. Kellogg, passenger.
4629	April 9, 1918	N. P. Ry.....	Pasco.....	M. L. Butler, boiler-maker helper.
4634	April 25, 1918	W. W. P. Co.....	Spokane.....	Ed La Valley, lineman.
4635	April 27, 1918	O. M. & St. P. Ry...	Everett.....	Arthur Miller, section laborer.

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FORMAL INVESTIGATIONS—Continued.

No. of Case	Date of Accident	Name of Utility	Place At or Near	Victim
4639	April 20, 1918	Auburn N. P.....	Auburn.....	Jos. Gerarden, boilermaker helper.
4643	May 4, 1918	O. W. R. & N.....	Thomas.....	Elliott, engineer.
4645	May 2, 1918	N. P. Ry.....	Kahlotus.....	Frank Boupton, conductor.
4647	May 16, 1918	O. W. R. & N.....	Park.....	John Shinansky, night watchman.
4648	May 23, 1918	N. P. Ry.....	Thrall.....	J. A. Campbell, agent.
4653	May 28, 1918	C. M. & St. P. Ry...	Kittleson.....	Charley Anderson, section laborer.
4655	June 1, 1918	N. P. Ry.....	Nisqually.....	Y. Shinamoto, section laborer.
4656	June 4, 1918	N. P. Ry.....	Cooper.....	Henry Paul, bridge carpenter.
4657	June 5, 1918	N. P. Ry.....	Seattle.....	Chas. Johnson, roundhouse laborer.
4662	June 19, 1918	C. M. & St. P. Ry...	Tancum.....	Henry Chatos, laborer.
4663	June 22, 1918	P. S. T. L. & P. Co..	Seattle.....	Passengers.
4669	Mar. 17, 1918	P. S. T. L. & P. Co..	Seattle.....	Henry Butts, lineman.
4670	July 1, 1918	P. S. T. L. & P. Co..	Seattle.....	C. O. Campbell, conductor.
4677	July 24, 1918	N. O. P. Co.....	Hatfield.....	
4678	July 21, 1918	Seattle Lighting Co..	Seattle.....	James Madden, employee.
4679	July 20, 1918	N. P. Ry.....	Prosser.....	Geo. Nutley, timekeeper.
4682	Aug. 15, 1918	P. P. & L. Co.....	Finley.....	G. E. Moore, rancher.
4684	Aug. 17, 1918	Pac. Coast R. R.....	Seattle.....	W. H. Wilson, conductor.
4685	Aug. 6, 1918	N. P. Ry.....	Bayne.....	J. A. Garrett, lineman.
4686	Aug. 25, 1918	G. N. Ry.....	Hillyard.....	Joseph Bartholmen, car repairer.
4691	Sept. 3, 1918	N. P. Ry.....	Easton.....	F. M. Stipp, track laborer.
4694	Sept. 8, 1918	P. S. T. L. & P. Co..	Seattle.....	Chas. Armstrong, employee S. L. Co.
4696	Sept. 6, 1918	N. P. Ry.....	Auburn.....	James Mahan, fireman.
4697	Sept. 6, 1918	N. P. Ry.....	Paseo.....	Warren Cole, switchman.
4701	Sept. 13, 1918	S. P. & S.....	Lyle.....	A. Johnson, engineer.
4702	Sept. 14, 1918	T. R. & P.....	Tacoma.....	Unknown Japanese passenger.
4708	Sept. 26, 1918	P. S. T. L. & P. Co..	Seattle.....	A. Gerstman, motorman.
4710	Oct. 1, 1918	G. N. Ry.....	Leavenworth...	Mrs. D. Psat, telephone operator.
4722	Oct. 9, 1918	N. P. Ry.....	Auburn.....	Gust Strum, section laborer.
4728	Oct. 20, 1918	N. P. Ry.....	Milan.....	John George, section laborer.
4732	Oct. 20, 1918	S. P. & S.....	M. P. 13, Goldendale Br.	B. Ohga, extra gang foreman.

ORDERS IN CASES CONCERNING CROSSINGS.

The following orders have been issued in cases where a dangerous crossing was involved:

No. 4294.

Cowlitz, Chehalls & Cascade Railway, Complainant, v. Northern Pacific Railway Company et al., Respondents.

June 3, 1918, the Commission entered the following

Order.

This cause came on for hearing on the motion of the complainant herein for a dismissal of the above entitled cause without prejudice,

It Is Hereby Ordered, That the above entitled cause be and the same hereby is dismissed, without prejudice.

No. 4447.

The Public Service Commission of Washington, Complainant, v. Northern Pacific Railway Company et al., Respondent.

November 25, 1918, the following Order was entered:

It appearing to the Commission that this complaint was filed alleging a danger existing at the crossing mentioned in the complaint herein, and

It further appearing that since the filing of the above mentioned complaint, the railway company has installed and is now operating a warning bell at said crossing for the protection of the traveling public,

It Is Therefore Ordered, That the above entitled cause be and the same is hereby dismissed.

No. 4489.

Board of County Commissioners, King County, Washington, Claude C. Ramsay, Chairman, Petitioner, v. Chicago, Milwaukee & St. Paul Railway Company, and Puget Sound Electric Railway Company, Respondents.

Complaint of dangerous over crossing. May 9, 1918, the Commission entered the following

Findings and Order.

It appearing to the Commission that the bents in the trestles at White River have now been changed by the railway companies to comply with King County's petition, and that no further action by the Commission is necessary in the premises,

Therefore, It Is Ordered, That this cause be and the same is hereby dismissed.

No. 4492.

City of Olympia, a Municipal Corporation, Complainant, v. Northern Pacific Railway Company, a Corporation; Olympia Light & Power Company, a Corporation, and State Highway Board, Respondents.

Action to eliminate dangerous over crossing. January 14, 1918, the Commission entered the following

Findings and Order.

This cause came on for hearing on this 14th day of January, 1918, on the motion of the complainant herein for a dismissal of this action, "without prejudice, for the reason that the improvement contemplated by the complainant and explained in the evidence has been abandoned for the present because of inability to finance the same and for the further reason that it is now the belief of the complainant and its officers that the contemplated improvement will be made in accordance with another plan, possibly by a bond issue of the entire county."

And the Commission being fully advised in the premises, it is now by the Commission

Ordered, That the above entitled case be and the same is hereby dismissed, without prejudice.

No. 4523.

Board of County Commissioners, King County, Petitioner, v. Pacific Northwest Traction Company, Respondent.

Petition for grade crossing. November 27, 1918, the Commission entered the following

Findings and Order.

This cause coming on to be heard on this 27th day of November, 1918, and it appearing that this Commission on March 1st, 1918, notified the Commissioners of King County as follows:

"In re granting permit for crossing at Laurel street on West 105th street on section line 30 and 31, township 26, R. N. 4 East, W. M., we have concluded that we should not allow such a crossing unless properly safeguarded by an alarm bell.

As this crossing would be a detriment to the movement of trains of the interurban company, we do not believe that the whole cost of the alarm bell and its maintenance should be borne by the interurban company. We are, therefore, willing to grant the crossing upon the condition that the county will pay one-half the cost of proper warning signals and their upkeep."

And no reply having been received to such communication,

It Is Ordered, That said petition be and the same is hereby dismissed.

Orders in re grade crossings were entered in the following cases:

No.	CASE	County	Sec.	Twp.	Range
1538	Thurston County vs. N. P. Ry. Co.....	Thurston.....	8	16	1 E.
	do.....	do.....	18	16	1 E.
1624	N. P. Ry. Co. vs. Pullman.....	Whitman.....	5	14	45 E.
1653	Pacific County vs. N. P. Ry. Co.....	Pacific.....	5	12	6 W.
1655	Parker Bell Lumber Co. vs. Snohomish County.....	Snohomish.....	9	32	5 E.
1679	Pacific County vs. Willapa Electric Co.....	Pacific.....	23	14	9 W.
1771	Public Service Commission vs. O. W. R. & N. et al....	Spokane.....	19	25	44 W.
1785	Public Service Commission vs. O. W. R. & N. et al....	Whitman.....	5	14	45 W.
1981	Pierce County vs. N. P. Ry. Co.....	Pierce.....	3	19	6 E.
	do.....	do.....	4	19	6 E.
	do.....	do.....	9	19	6 E.
	do.....	do.....	10	19	6 E.
4092	Yakima County vs. N. P. Ry. Co.....	Yakima.....	30	11	21 E.
	do.....	do.....	31	11	21 E.
4235	Thurston County vs. P. S. & W. H. Ry.....	Thurston.....	5	16	2 W.
4291	Lewis County vs. O. W. R. & N.....	Lewis.....	5	14	5 W.
4337	Spokane County vs. O. W. R. & N.....	Spokane.....	4	24	44 W.
4391	Ferndale vs. G. N. Ry. Co.....	Whatcom.....		Ferndale	
4399	Ferndale vs. G. N. Ry. Co.....	Whatcom.....		Ferndale	
4412	Oroville vs. G. N. Ry. Co.....	Okanogan.....		Oroville	
4438	S. Pt. A. & W. Ry. vs. Clallam County.....	Clallam.....	31	30	2 W.
	do.....	do.....	32	30	2 W.
	do.....	do.....	6	29	2 W.
	do.....	do.....	2	29	3 W.
	do.....	do.....	12	29	3 W.
	do.....	do.....	9	30	3 W.
	do.....	do.....	19	30	3 W.
	do.....	do.....	20	30	3 W.
	do.....	do.....	27	30	3 W.
	do.....	do.....	28	30	3 W.
	do.....	do.....	35	30	3 W.
	do.....	do.....	7	30	4 W.
	do.....	do.....	14	30	4 W.
	do.....	do.....	15	30	4 W.
	do.....	do.....	16	30	4 W.
	do.....	do.....	24	30	4 W.
	do.....	do.....	8	30	5 W.
	do.....	do.....	9	30	5 W.
	do.....	do.....	10	30	5 W.
	do.....	do.....	12	30	5 W.
	do.....	do.....	12	30	6 W.
	do.....	do.....	1	30	7 W.
	do.....	do.....	2	30	7 W.
	do.....	do.....	6	30	7 W.
	do.....	do.....	11	30	7 W.
	do.....	do.....	3	30	8 W.
	do.....	do.....	31	31	8 W.
	do.....	do.....	32	31	8 W.
	do.....	do.....		Port Angeles	
4455	S. Pt. A. & W. Ry. vs. Clallam County.....	Clallam.....		Port Angeles	
4518	Walla Walla County vs. O. W. R. & N.....	Walla Walla....	29	8	31 E.
4530	Y. V. Trans. Co. vs. Yakima County.....	Yakima.....	26	13	17 E.
	do.....	do.....	29	13	17 E.
	do.....	do.....	25	13	18 E.
	do.....	do.....	26	13	18 E.
	do.....	do.....	27	13	18 E.
4534	Walla Walla County vs. O. W. R. & N.....	Walla Walla....	4	9	37 E.
4544	Franklin County vs. N. P. Ry. Co.....	Franklin.....	11	11	30 E.
4545	N. P. Ry. Co. vs. Toppenish.....	Yakima.....	3	10	20 E.
	do.....	do.....	4	10	20 E.
4547	N. P. Ry. Co. vs. Pe Ell.....	Lewis.....	34	13	5 W.
4553	Evaline Lumber Co. vs. Lewis County.....	Lewis.....	9	12	2 W.
4558	C. C. L. & T. Co. vs. Grays Harbor County.....	Grays Harbor..	17	17	8 W.
4564	Spokane County vs. O. W. R. & N.....	Spokane.....	29	25	44 E.
4565	Spokane County vs. W. W. P. Co.....	Spokane.....	1	23	41 E.
4566	Spokane County vs. N. P. Ry. Co.....	Spokane.....	1	23	41 E.
4567	Spokane County vs. S. & I. E. Ry.....	Spokane.....	27	22	44 E.
4568	Clallam County vs. Dungeness Log Co.....	Clallam.....	10	30	4 W.
4569	Clallam County vs. Carlsborg M. & T. Co.....	Clallam.....	15	30	4 W.
	do.....	do.....	22	30	4 W.
4570	Clallam County vs. S. Pt. A. & W. Ry.....	Clallam.....	6	29	2 W.
4571	Clallam County vs. S. Pt. A. & W. Ry.....	Clallam.....	31	30	2 W.
4572	Clallam County vs. S. Pt. A. & W. Ry.....	Clallam.....	30	30	2 W.

No.	CASE	County	Sec.	Twp.	Range
4573	Olallam County vs. S. Pt. A. & W. Ry.....	Olallam.....	14	30	4 W.
	do.....	do.....	23	30	4 W.
4575	G. N. Ry. vs. P. S. & B. R. Ry.....	Whatcom.....	16	35	5 E.
4579	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	13	13	18 E.
4580	King County vs. N. P. Ry. Co.....	King.....	9	26	5 E.
4583	King County vs. Nippon Lumber Co.....	King.....	27	26	12 E.
4588	Toppenish vs. N. P. Ry. Co.....	Yakima.....		Toppenish	
4582	King County vs. N. P. Ry. Co.....	King.....	28	27	7 E.
4590	Admiralty Log Co. vs. King County.....	King.....	11	26	4 E.
4595	A. Pevzolf vs. King County.....	King.....	33	24	4 E.
4598	Public Service Commission vs. N. P. Ry. Co.....	Lincoln.....		Davenport	
4612	N. P. Ry. Co. vs. Yakima County.....	Yakima.....		Yakima	
4614	Vancouver vs. N. P. Ry. Co.....	Clarke.....		Vancouver	
4617	Campbell Lumber Co. vs. King County.....	King.....	7	26	5 E.
4619	Thurston County vs. N. P. Ry. Co.....	Thurston.....	31	16	1 E.
4623	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	30	10	23 E.
4624	N. P. Ry. Co. vs. Spokane County.....	Spokane.....		Yardley	
4626	O. W. R. & N. vs. King County.....	King.....	33	24	4 E.
4627	King County vs. P. C. Ry. Co.....	King.....	2	22	6 E.
4632	G. N. Ry. vs. Skagit County.....	Skagit.....	8	35	5 E.
4636	N. P. Ry. Co. vs. Toppenish.....	Yakima.....	3	10	20 E.
4637	Elk C. & G. H. Ry. vs. P. S. & W. H. Ry.....	Pacific.....	6	13	5 W.
4638	N. P. Ry. Co. vs. Yakima County.....	Yakima.....	4	10	20 E.
	do.....	do.....	11	10	20 E.
4642	Lincoln County vs. G. N. Ry.....	Lincoln.....	33	22	34 E.
	do.....	do.....	34	22	34 E.
4649	Hannaford Cr. L. Co. vs. Lewis County.....	Lewis.....	28	15	1 W.
4650	Schafer Bros. Log. Co. vs. Grays Harbor County.....	Grays Harbor..	6	18	6 W.
4658	Washington Colliers Co. vs. King County.....	King.....	27	24	5 E.
	do.....	do.....	28	24	5 E.
4659	State Highway Commission vs. Waterville Ry. Co.....	Douglas.....	22	25	22 E.
4660	Copalls Lumber Co. vs. Grays Harbor County.....	Grays Harbor..	23	23	11 W.
4661	Vance Lumber Co. vs. Grays Harbor County.....	Grays Harbor..	4	17	5 W.
	do.....	do.....	32	18	5 W.
	do.....	do.....	33	18	5 W.
4668	Polson Log. Co. vs. Grays Harbor County.....	Grays Harbor..	24	22	10 W.
	do.....	do.....	35	22	10 W.
4672	Simpson Log. Co. vs. Mason County.....	Mason.....	9	20	6 W.
	do.....	do.....	16	20	6 W.
4674	Beck & Flynn M. Co. vs. Snohomish County.....	Snohomish.....	26	29	6 E.
4683	Spokane County vs. N. P. Ry. Co.....	Spokane.....	9	21	43 E.
4689	Standard Oil Co. vs. Grays Harbor County.....	Grays Harbor..	12	17	8 W.
4690	United States Government vs. Clallam County.....	Clallam.....	36	31	9 W.
4695	Florence Log. Co. vs. Snohomish County.....	Snohomish.....	6	27	7 E.
4706	G. N. Ry. vs. King County.....	King.....		Carnation	
4719	Fir Tree Lumber Co. vs. Thurston County.....	Thurston.....	25	17	1 E.
4720	Kittitas County vs. O. M. & St. P. Ry.....	Kittitas.....	20	20	14 E.
4721	Kittitas County vs. N. P. Ry. Co.....	Kittitas.....	20	20	14 E.
4725	Snohomish County vs. N. P. Ry. Co.....	Snohomish.....	7	32	8 E.
4734	Yakima County vs. N. P. Ry. Co.....	Yakima.....	18	14	17 E.
4743	Schafer Bros. Log. Co. vs. Mason County.....	Mason.....	31	19	6 W.

REPORT OF GRAIN INSPECTION DEPARTMENT.

Tacoma, Wash., November 30, 1918.

The Public Service Commission of Washington, Olympia, Washington.

Gentlemen: I herewith hand you my report covering the financial operation of the grain department, together with a resume of the work accomplished the past two years.

A large proportion of our grain crop for 1917 was shipped by rail to eastern and southern terminals for the reason that we were short of vessels on the Pacific Coast. The crop of 1918 will practically all be marketed at coast terminals, and for this reason we naturally expect an increase of grain shipments to those points. Our total receipts for the past two years will exceed those of the previous two years, and we are glad to say that the department is in good financial condition.

I wish to thank your honorable body for the very valuable advice and assistance you have been able to give this department during the trying times of the last two years, and especially so during the past summer, when the matter of charging an excess fee came up for consideration. That an amicable and satisfactory settlement was reached was due to the fact that your Commission took such an active part in the proceedings.

During the time the writer has administered the offices of this department he has sought to keep in touch with all parties interested in its workings. I have attended a number of meetings of farmers and warehousemen, visited frequently with the grain dealers of Seattle, Spokane and Portland, and tried earnestly to keep in touch with the entire situation and be fully informed on conditions as they exist. I have advised all who use this department to not hesitate in bringing all matters in which they are not wholly satisfied to my attention, promising in every case to make a personal investigation and if, in my judgment an error was made, to have it corrected. I am pleased to say that, with all the urging I have done along this line, very few complaints have been lodged, which speaks well for the efficiency of the various chief deputies and their assistants. I have stated at all times that it would be impossible for the department to always give satisfaction to all parties. I have also made it plain that it was not our purpose to attempt to satisfy any one in particular; that our one object and our only purpose would be to use our every effort to render justice to all, and was more pleased when all interested parties should be satisfied; but at no time could the department seek to place a grade or make a ruling with a view of giving satisfaction. The grade must be based on justice and right. Neither could we hope to render so many verdicts without making an error, but with fidelity of purpose, make an earnest effort to find the right, and we feel that the errors made by those who do the actual work of grading the grain have been negligible.

Yours very truly,

P. J. SWEENEY,
Chief Grain Inspector.

SOME CHANGES THAT WERE MADE.

A number of changes in the method of grading and testing wheat have been brought about within the past two years, to which I desire to call attention. The most important was the adoption of the federal grades for corn and wheat, which became effective August 15, 1917. In this connection I might say that the State of Washington did not adopt the federal grades until all other states had done so.

During the season of 1917 various complaints came from the farmers and warehousemen with reference to dockages and classifications under the federal rules and grades. For example: Dark Northern Spring, which is an exceptionally heavy wheat on the Pacific Coast and Rocky Mountain regions, required, for No. 1, a test weight of only 58 pounds, while, on the other hand, Red Russian wheat, which is raised largely in the Palouse section of Washington and Idaho, had to test 60 pounds to be No. 1. This wheat, in ordinary seasons, has an average test weight of only 57 pounds to the bushel.

No. 1 wheat, under federal grades of 1917, would permit only 2 per cent of other kinds of wheat. If it had more than 2 per cent it was graded No. 2. These, and various other reasons, caused a complaint to arise from the farming sections all over the country and protests were sent to Washington with the result that the Commissioner of Agriculture requested Mr. Brand, Chief of the Bureau of Markets, to hold hearings throughout the grain raising sections of the United States, with the idea in mind of easing up on the federal grades. Those hearings were held during the month of December, 1917, and resulted in the adoption of the present grades, which are giving almost universal satisfaction, so far as we are able to ascertain, with one exception. This exception is with reference to the grading of hard white wheats, consisting of Early Bart, Red Allen and Bluestem. This is exceptionally fine milling wheat, and we are of the opinion that 59 pounds should be the test weight for No. 1, but the present grades require a 60-pound test. The present grades also permit a large percentage of other wheats. In No. 1, where 2 per cent of other wheats was permitted under former grades, the present grades permit 5 per cent. Where 4 per cent was permitted on No. 2 wheat 10 per cent is allowed under the present grades.

After the adoption of the federal grades the Federal Grain Supervision office requested that we use the same kind of testing and scouring machines and other equipment that the government is using in their various supervision offices. By order of your Commission, we complied with their request with one exception, that of a Torson balance scale, which we have been unable to get up to this time, but I am informed that these scales can be procured now, and with the permission of your honorable body, three of these have been ordered for use of the department.

The Tacoma, Seattle, and Spokane offices are each equipped with one invincible scouring and smutting machine, one set of testing sieves, one Boerner sampler, one Emerson kicker or wild oat separator and cleaner, one standardized grain testing machine with full equipment, and a machine for making moisture tests of all grain. The moisture testing machine in Seattle and the one in Tacoma have been in use for several years, and are about worn out, and I doubt if they will be able to do the work after this season. We are making more moisture tests in the Seattle and Tacoma offices

this year than we have in any former year. The majority of these tests are made on Montana and Idaho wheat, which contains more moisture than the wheat of Washington and Oregon.

During the summer of 1918 we were informed by the employees of this department that they would be compelled to seek employment elsewhere, as the wages paid by this department were not sufficient to enable them to support their families in a substantial manner. The law of 1911 fixed the salaries of all employees of this department, and after consulting your honorable body, the matter was taken up with the farmers at a meeting in Spokane, called by the Public Service Commission, on May 17, 1918. This meeting was attended by representative farmers, warehousemen, millers and grain dealers and it was their unanimous opinion that \$100.00 a month for competent inspectors was not a sufficient salary, and that this department could not expect to keep first-class men when farmers were paying \$100.00 a month and board to good men, and the shipyards on the coast were offering from \$5.00 to \$8.00 a day for eight hours' work. They agreed to pay an excess fee of 2 cents a ton on bulk and 3 cents a ton on sacked grain and 4 cents a ton on hay, making the total 5 cents a ton for bulk grain, 8 cents a ton for sacked grain, and 12 cents a ton for hay, in order that the salaries of the inspectors might be increased 50 per cent.

The Commission held a meeting in Seattle on May 31st with the grain and milling interests of Tacoma and Seattle, and after discussing the raise in salaries pro and con, this meeting adjourned without adopting resolutions similar to those adopted at the meeting in Spokane on May 17th. However, at a meeting called later by the grain dealers, millers and, brokers of Seattle and Tacoma, it was unanimously agreed that the fees should be raised 2 cents a ton on bulk and sacked grain and 4 cents a ton on hay, making the fee 5 cents per ton on bulk grain, 7 cents per ton on sacked grain, and 12 cents per to on hay. At this time it was decided to charge the excess fee back to the shipper, but after the auditors of the different companies realized the extra expense and confusion that would result, another meeting was called and a committee appointed to confer with the Public Service Commission. This committee consisted of S. C. Armstrong, president of the Milwaukee Grain Elevator Co.; A. E. Sutton, manager of the Northern Grain & Warehouse Co., and J. A. Pease, president of the White-Dulany Co. These men, with the writer, met with the Public Service Commission at Olympia and, as more than 75 per cent of the millers, grain dealers, and brokers of Tacoma and Seattle agreed, it was decided that the excess fee should be assumed by themselves without charging it back to the shipper. This agreement was signed by practically all of the grain and hay dealers and brokers and millers of Spokane, Seattle, and Tacoma, and up to this time the excess fees have been scrupulously paid to this department.

The larger part of the grain of this state is received at coast terminals in sacks. Sacked grain is much more expensive to handle by inspectors and weighers than bulk grain, as it takes twice the amount of time to unload as it does bulk grain, and also, two men are required on a car of sacked grain and only one on a car of bulk. The percentage of bulk grain received at Tacoma is 22 per cent of the total; at Seattle, 42 per cent, and at Spokane 61 per cent of the total. The bulk received at all points equals 36 per cent of the total amount of grain received.

In other states, whether they have state inspection or whether the inspecting is done by the chambers of commerce or boards of trade, a charge is made for the time which the inspector and weigher consume in unloading a sacked car, in addition to the regular fee prescribed by law. This charge is from 40 cents to 50 cents per hour for each inspector and weigher employed.

For the reasons above mentioned, I believe a charge of 8 cents a ton for sacked grain, 5 cents a ton for bulk grain, and 15 cents a ton for hay would not be excessive. The weighing and inspecting of hay has always been done by the department at a loss, and while the raise to 15 cents a ton may seem excessive, it will, in fact, barely pay the cost of performing the work, as the majority of the hay shipped to Tacoma, Seattle, and Spokane is not subject to state inspection.

This department has been called upon from time to time to weigh and inspect commodities other than hay and grain, and if a law was enacted permitting this department to weigh and inspect these various commodities, such as rice, soya beans, all kinds of fertilizers, sulphur, nitrates, broom corn, hemp, rubber, peanuts, oils of all kinds, and Oriental merchandise, it would be of great benefit to this department by reason of that fact, that in place of being compelled to lay off a large part of the working force during the dull months of the year, they could be kept employed at the work of weighing and inspecting the commodities mentioned above.

On May 31st of this year Mr. A. M. Mecklem, who was chief clerk and registrar in this office for the past five years, resigned his position for the reason that he received an offer from a large ship-outfitting concern at a salary practically double what the state was paying him in this department. Mr. Mecklem was a man who took great pride in his work and was a very dependable and conscientious worker. He was at all times courteous in his actions towards the patrons of this department and it was with genuine regret that his resignation was accepted. However, we were able to secure the services of Mr. P. J. Ton, who has been in the employ of the department at Seattle as inspector for the past nine years. Mr. Ton took the position with the understanding that the legislature would make a substantial increase in all salaries in the grain department.

I would recommend that the law limiting the salaries of inspectors, samplers, and weighers be changed to permit the Public Service Commission to pay competent men at least \$150.00 a month. The chief deputy grain inspectors and the chief clerk should receive at least \$2,400.00 a year. I wish to say in this connection that the salaries at present paid by this department are the lowest paid to inspectors by any department in the United States, considering the service rendered. It is a well known fact that the salaries of employees in any particular line of business on the Pacific Coast have been higher than those paid to employees in the same line of work in the East and Middle West. So far as the grain department of Washington is concerned, the reverse has been the case.

We have at this time 772 licensed public warehouses throughout Eastern Washington to whom we send bonds each year, report cards twice a year, and on an average of four letters have to be written each warehouseman regarding the matter of bonds, licenses, reports, etc., and this entails a great deal of correspondence. Also a great amount of time is consumed in com-

pling reports, classifying receipts, etc. The small sum of \$1.00 is all that we are permitted to charge, under the law, for issuing this class of warehouseman license. It is absolutely necessary that this fee be raised to at least \$2.00 in order to take care of the expense incurred in connection with this part of the work.

Since the adoption of federal grades for wheat and corn, the cost of printing for this department has materially increased for the reason that the Government requires a separate certificate for each part of a car. For example, if a car of wheat has from three to six grades in it (as many sacked cars have) a separate certificate is required for each segregation so made. The federal supervision offices require a separate report, in duplicate, from all licensed inspectors, and all changes in certificates and reports made by the chief inspector must be made in duplicate, also.

As the printing fund appropriated by the last legislature was nearly exhausted, this department sent a communication to the Secretary of Agriculture, at Washington, D. C., asking him to permit us to use the old form of certificate until such time as we could get an appropriation sufficient to cover the increased expense of certificates conforming to their requirements. We received the following communication from Colonel Owsley, Acting Secretary of Agriculture, dated May 8, 1918:

P. J. Sweeney, Chief Inspector,
Washington State Grain Inspection Department,
Tacoma, Washington.

Dear Sir: Pursuant to regulation 2, section 14, of the rules and regulations of the Secretary of Agriculture under the United States Grain Standards Act, the enclosed form of certificate of grade covering "in" inspection of shelled corn or wheat, stamped "This form approved by the Secretary of Agriculture on May 8, 1918," is hereby approved for issuance by persons authorized or employed by the Washington State Grain Inspection Department, and now licensed under said act and the rules and regulations prescribed thereunder, to inspect and grade shelled corn or wheat, and to certificate the grade thereof.

This approval is upon condition that as soon as funds are available you will have a form of certificate printed that will more strictly comply with the requirements of this department, and upon the further condition that:

1. The grade of not more than one kind of grain will be shown on a single certificate.
2. The grade of grain of not more than one car will be shown on a single certificate.
3. The grade of grain of not more than one owner will be shown on a single certificate.

Yours very truly,

CLARANCE OWSLEY,
Acting Secretary.

For the reasons above stated, and from the fact that the cost of printing has increased 50 per cent, and for the further reason that, under federal supervision we are required to use a great deal more printed matter than ever before, the appropriation for this department for the next biennium should be not less than \$3,000.00.

Through the kind consideration of your honorable body, I was permitted to attend the convention of the National Grain Dealers' Association, which also included the chief grain inspectors, weighmasters, and warehouse commissioners of all states having grain inspection. This meeting was held at

Milwaukee, Wis., on September 23-4-5, 1918, and many matters of interest to the trade were taken up and discussed at this time.

The chief inspectors met in the morning of the first day of the convention and organized, but adjourned in order to attend the opening session of the National Grain Dealers' Association, which was held at 10 a. m. The chief inspectors met again at 3 o'clock and matters of importance were discussed during the afternoon and evening session. The second day of the convention I was requested to meet the chief inspectors and all others interested in the grading of western varieties of wheat, at the Chamber of Commerce, where I gave a demonstration of the different varieties of western wheat. The third day of the convention I met with the weighmasters and the matter of weighing and handling grain was taken up in all its phases. The following topics were discussed:

"Sheathing leaks; their cause and prevention."

"Grain strips in box cars; their functions."

"Wooden linings in box cars."

"Grain doors and their functions."

"Rough handling of cars in transit and its relation to leakage."

"Uniform methods of inspecting cars for grain leakage evidence."

"Uniform rules and regulations that should be adopted for the guidance of elevator designers and elevator builders in the installation of scales and equipment used to weigh and handle grain to and from cars."

"Uniform rules and regulations that should be adopted for the guidance of loaders and unloaders of grain, and terminal weighmasters."

"Co-operation and co-ordination of weighing departments."

"Standard weight supervision, terminal markets having duly authorized grain weighing departments."

All those matters were gone over carefully during this meeting and resolutions adopted in connection with each topic. Space will not permit me to give these resolutions in detail, but one being of special importance to this department, I will take the liberty of including it in this report. That is, "Uniform methods of inspecting cars for grain leakage evidence."

"Whereas, Because of the marked variation in the percentage of cars reported by the different weighing departments, as leaking grain upon arrival at the various terminal markets, much criticism, tending to throw discredit on the reliability of all reports of grain leakage, has resulted, and,

"Whereas, It is contended by many that these marked variations, in the percentage of cars reported leaking grain, are due, in a large part, to differences in the methods employed in searching for leakage evidence; therefore, be it

"Resolved, First, That this conference appoint a committee of three weighmasters, here in attendance, to make investigations with a view of determining the most effective methods of securing and recording reliable leakage evidence from grain cars to the end that greater uniformity of practice may be brought about.

"Second, That this committee be instructed to render a report of its findings to the secretary, who in turn will forward copies of the report to the members of this conference for their consideration.

"Third, That finally, when the members of this conference are in agreement as to the most effective methods of securing dependable grain leakage evidence, that steps be taken to induce the carriers to adopt similar methods for the guidance of their car inspectors, when inspecting cars for such leakage evidence at interchange and other points where inspections are made during the transit of cars.

"Fourth, That it is the sense of this meeting that cars should, if possible, receive daylight inspections by carriers and by terminal weighing departments.

"Fifth, That it is the sense of this meeting that where grain leakage evidence is found, an effort should be made by the inspector to determine whether the loss of grain for such cars is considerable or slight, and, if possible to determine this dependably, to record his findings accordingly."

TABLE 1.
Showing number of cars of grain and hay received at Tacoma, Seattle and Spokane from 1911 to 1917 by years and from Jan. 1, 1918, to Oct. 31, 1918, by month also giving total for all points.

	TACOMA						SEATTLE							
	Wheat	Oats	Barley	Corn	Rye	Hay	Total	Wheat	Oats	Barley	Corn	Rye	Hay	Total
1911.....	9,853	604	290	242	7	2,266	13,262	5,831	1,128	561	423	33	4,812	12,788
1912.....	12,106	576	427	243	10	3,453	16,815	7,568	1,176	817	435	47	5,736	15,779
1913.....	9,794	520	786	225	17	2,813	14,155	7,351	1,528	1,039	430	29	5,672	16,049
1914.....	9,954	561	805	126	21	3,232	14,699	7,565	1,348	1,450	174	34	5,029	15,600
1915.....	7,594	530	661	204	17	2,287	11,343	8,732	1,166	1,423	155	17	4,503	16,001
1916.....	6,184	420	249	153	22	2,319	9,347	5,482	1,456	544	236	29	4,357	12,154
1917.....	6,511	232	78	112	9	2,024	9,016	5,251	1,233	297	234	23	3,912	10,955
Totals.....	61,996	3,543	3,296	1,305	103	18,394	88,637	47,780	9,035	6,136	2,137	217	34,021	99,326
1918														
January.....	568	23	14	16	5	150	781	95	151	59	54	4	261	624
February.....	223	16	4	20	1	147	416	302	49	20	42	9	241	663
March.....	216	24	5	26	6	53	335	504	38	14	31	5	201	793
April.....	345	42	10	43	1	166	1,107	492	113	39	89	20	209	962
May.....	516	13	7	9	.....	54	604	178	51	10	22	.....	62	323
June.....	10	10	9	4	.....	35	68	134	50	17	12	.....	59	272
July.....	26	16	5	17	.....	12	76	62	52	3	34	.....	47	198
August.....	345	4	.....	2	.....	40	391	653	59	8	39	.....	472	1,236
September.....	980	30	5	11	1	269	1,246	979	77	5	71	5	332	1,519
October.....	987	31	.....	23	7	180	1,233	1,024	123	12	90	13	332	1,604
Total ten months.....	4,641	219	59	176	21	1,111	6,257	4,423	763	187	484	61	2,266	8,194
1911 to 1917.....	61,996	3,543	3,296	1,305	103	18,394	88,637	47,780	9,035	6,136	2,137	217	34,021	99,326
GRAND TOTALS.....	66,637	3,762	3,355	1,481	124	19,506	94,894	52,203	9,803	6,323	2,621	273	36,287	107,520

TABLE 1.—Continued.

SPOKANE										TOTAL ALL POINTS				
Wheat	Oats	Barley	Corn	Rye	Hay	Total	Wheat	Oats	Barley	Corn	Rye	Hay	Total	
1911.....	682	384	105	50	5	1,281	2,507	16,366	2,116	956	715	45	8,359	28,557
1912.....	773	341	66	35	5	984	2,204	20,447	2,093	1,810	713	62	10,173	34,798
1913.....	1,212	304	64	32	3	970	2,585	18,357	2,352	1,838	687	49	9,455	32,238
1914.....	1,448	377	152	38	10	945	2,970	18,967	2,286	2,407	388	65	9,206	33,289
1915.....	1,851	328	104	65	11	1,303	3,192	17,707	2,074	2,193	424	45	8,098	30,586
1916.....	7,707	313	181	18	2	785	9,016	19,373	2,189	974	457	53	7,471	30,517
1917.....	4,905	421	83	32	4	1,236	6,741	16,667	1,936	458	378	41	7,232	26,712
Totals.....	18,108	2,468	755	270	40	7,574	29,215	127,884	15,046	9,696	3,712	360	59,989	216,617
1918														
January.....	375	22	5	10	4	108	524	1,038	201	78	80	13	519	1,929
February.....	284	27	5	5	.....	85	396	794	92	29	67	10	483	1,475
March.....	279	40	6	18	.....	86	429	969	102	25	75	11	345	1,557
April.....	387	45	4	5	.....	107	548	1,724	200	53	187	21	482	2,617
May.....	117	32	4	3	.....	76	232	811	101	21	34	.....	192	1,159
June.....	207	23	6	7	.....	89	332	351	83	32	23	.....	183	672
July.....	88	17	6	10	.....	90	161	126	85	14	61	.....	149	435
August.....	190	11	5	5	2	109	322	1,193	74	13	46	2	621	1,949
September.....	197	44	7	13	.....	146	407	2,106	151	17	95	6	797	3,172
October.....	129	61	16	12	1	145	364	2,140	220	23	130	26	657	3,201
Total ten months.....	2,183	322	64	88	7	1,051	3,715	11,282	1,309	310	748	89	4,423	18,166
1911 to 1917.....	18,108	2,468	755	270	40	7,574	29,215	127,884	15,046	9,626	3,712	360	59,989	216,614
GRAND TOTALS.....	20,291	2,790	819	358	47	8,625	32,930	139,166	16,355	9,936	4,400	449	64,417	234,783

TABLE 2.
Tons of grain and hay inspected from June 8, 1911, to October 31, 1917. Also Out Inspection.

	TACOMA		SEATTLE		SPOKANE		EVERETT		BELLINGHAM		TOTAL INSPECTION		OUT INSPECTION	
	Grain	Hay	Grain	Hay	Grain	Hay	Grain	Hay	Grain	Hay	Grain	Hay	T'coma	Seattle
June 8, 1911, to December 31, 1911.....	191,289	9,625	189,396	7,727	23,908	7,970	.....	.....	.....	.....	354,598	25,323	2,849	3,653
1912.....	317,271	19,519	239,581	10,748	36,794	12,168	10,900	4,130	.....	.....	604,546	46,565	2,881	1,670
1913.....	286,864	22,116	306,572	9,530	45,359	12,943	13,320	5,253	.....	.....	652,105	49,842	.....	.....
1914.....	330,511	22,048	328,119	9,496	42,634	11,711	7,749	2,545	8,606	2,761	717,619	48,560	.....	.....
1915.....	287,691	13,851	363,381	16,524	36,844	13,496	5,682	3,034	1,247	979*	604,825	47,884	15,318	.....
1916.....	218,797	15,217	296,940	27,933	456,607	8,994	4,630	3,396	.....	.....	966,974	55,530	39,792	.....
1917.....	248,332	11,774	285,733	20,202	177,777	10,636	1,571†	763†	.....	.....	693,413	43,375	37,220	24,261
Totals.....	1,880,745	114,150	1,929,722	102,159	819,923	77,918	43,832	19,111	9,853	3,740	4,684,075	317,048	98,080	29,534
1918														
January.....	19,772	1,351	25,310	1,411	18,350	1,015	.....	.....	.....	.....	63,432	3,777	7,202	5,955
February.....	16,993	489	25,742	1,459	13,844	831	.....	.....	.....	.....	56,579	2,779	4,043	542
March.....	8,787	836	25,307	2,085	13,480	836	.....	.....	.....	.....	47,574	3,257	165	12,179
April.....	27,620	723	24,981	1,073	12,468	1,037	.....	.....	.....	.....	65,069	2,833	120	.....
May.....	24,046	577	18,433	936	10,576	635	.....	.....	.....	.....	53,053	2,198	173	.....
June.....	844	136	9,897	527	10,956	829	.....	.....	.....	.....	21,697	1,492	337	.....
July.....	2,282	273	6,498	107	2,539	722	.....	.....	.....	.....	11,319	1,102	830	.....
August.....	21,352	1,025	24,559	1,094	5,688	826	.....	.....	.....	.....	52,099	2,945	1,961	.....
September.....	41,052	1,306	42,245	1,530	8,853	1,226	.....	.....	.....	.....	92,155	4,152	66	.....
October.....	41,776	796	53,718	2,053	5,824	1,604	.....	.....	.....	.....	101,318	4,453	1,316	.....
Total ten months 1918.....	205,024	7,102	256,690	12,275	102,533	9,611	.....	.....	.....	.....	564,237	28,983	15,993	18,676
June 8, 1911, to December 31, 1917.....	1,880,745	114,150	1,929,722	102,159	819,923	77,918	43,832	19,111	9,853	3,740	4,684,075	317,073	98,080	29,534
GRAND TOTALS.....	2,085,769	121,252	2,185,412	114,434	922,506	87,529	43,832	19,111	9,853	3,740	5,243,372	346,066	114,083	48,200

* Discontinued as inspection point, April, 1915. † Discontinued as inspection point, April, 1917.

TABLE 3.—GRADES AND DOCKAGES OF WHEAT INSPECTED AT TACOMA FROM JULY 1, 1917, TO JUNE 30, 1918.
Showing percentage of each type to total; also percentage of dockage for smut, foul and other causes to total dockage.

TYPE	Total Weight	No. 1	No. 2	No. 3	No. 4	No. 5	Sample grade	Smut dockage	Foul dockage	Other causes	Total dockage
Dark Northern Spring Percentage.....	8,279,366 2.2282	3,961,812 47.8616	1,632,367 19.7160	1,391,901 16.8116	860,942 10.3966	259,919 3.1893	172,423 2.0625	1,740 2.2965	74,023 97.7015	..... .....	75,765
Northern Spring Percentage.....	12,979,961 3.4933	11,573,570 89.1650	771,085 5.9406	325,045 2.5043	295,118 22.736	2,641 .0203	12,492 .0962	632 .3085	204,202 99.6915	..... .....	204,834
Red Spring..... Percentage.....	552,054 .1485	548,287 99.3176	..... .....	..... .....	..... .....	..... .....	3,767 .6824	..... .....	11,216 100.00	..... .....	11,216
Dark Hard Winter..... Percentage.....	4,195,910 1.1293	1,255,221 29.9153	1,894,124 45.1421	770,894 18.3725	94,691 2.2567	73,080 1.7418	107,900 2.5716	1,341 3.2272	40,211 96.7728	..... .....	41,552
Hard Winter..... Percentage.....	4,965,015 1.3362	3,467,538 69.8395	1,823,376 25.8485	..... .....	133,484 2.6365	80,160 1.6145	457 .0920	5,790 29.0080	14,170 70.9920	..... .....	19,960
Red Winter..... Percentage.....	560,352 .1509	343,177 61.2431	157,040 28.0252	556 .1171	54,454 9.7178	..... .....	5,025 .8968	8,844 50.3207	3,795 49.6793	..... .....	7,639
Red Walla..... Percentage.....	24,577,458 6.6146	8,408,036 34.2104	11,872,896 48.3081	2,923,176 11.8067	1,016,184 4.1346	353,421 1.4379	3,745 .1523	144,253 32.7557	283,091 66.2443	..... .....	427,344
Hard White..... Percentage.....	101,218,699 27.2412	21,966,191 21.7017	28,286,791 27.9462	26,760,324 26.4361	14,507,493 14.3328	8,114,391 8.0166	1,533,439 1.5646	70,971 11.5183	542,416 88.0322	2,769 .4495	616,156
Soft White..... Percentage.....	30,650,281 .8248	7,634,855 24.9096	15,915,466 51.9260	4,940,715 16.1196	1,768,191 5.7689	306,668 1.0005	84,386 .2754	243,141 45.5009	239,502 54.1768	1,722 .3223	534,365
White Club..... Percentage.....	159,108,167 42.8212	53,540,724 33.6505	62,260,949 39.1312	30,737,129 19.3310	9,787,058 6.1198	2,365,979 1.4570	446,328 .2805	354,909 20.8009	1,343,422 78.9638	2,981 .1753	1,701,312
Mixed wheat..... Percentage.....	24,477,770 6.5878	7,277,767 29.7322	10,602,040 43.3129	3,192,575 13.0427	1,993,740 8.1452	1,246,935 5.0941	164,713 .6729	70,969 20.3621	275,985 79.1954	1,542 .4425	348,486
Totals..... Percentage.....	171,564,953	119,977,178 82.2896	134,676,124 36.2456	71,062,415 19.1252	30,461,355 8.1932	12,803,194 3.4457	2,584,677 .6957	897,530 22.5035	3,082,035 77.2706	9,014 .2259	3,988,629

TABLE 4.—STATEMENT OF GRADES AND DOCKAGES AT SEATTLE FROM JULY 1, 1917, TO JUNE 30, 1918.

Showing percentage of each type to total; also percentage of dockage for smut, foul and other causes to total dockage.

TYPE	Total	No. 1	No. 2	No. 3	No. 4	No. 5	Sample grade	Smut dockage	Foul dockage	Other causes	Total dockage
Dark Northern Spring.....	29,301,792	10,995,093	9,004,869	7,185,465	1,521,184	558,718	96.863	3,937	334,969	416	339,322
Percentage.....	8.8160	37.5257	30.7297	24.5222	5.1914	1.9067	.1241	1.1602	98.7171	.1226	.....
Northern Spring.....	19,502,302	16,464,855	1,719,272	781,132	249,834	100,079	187.130	3,019	260,308	2,158	265,485
Percentage.....	5.8616	84.4252	8.8157	4.0053	1.2810	.5132	.9596	1.1372	98.0499	.8129	.....
Red Spring.....	2,325,791	1,570,606	386,658	285,784	.....	.....	82.743	592	30,700	.....	31,282
Percentage.....	.7014	67.5299	16.6246	12.2876	.....	.....	3.5577	1.8604	98.1396	.....	.....
Dark Hard Winter.....	7,413,089	535,347	2,623,972	3,094,966	1,078,830	79,974	.....	26,506	114,458	.....	140,964
Percentage.....	2.2260	7.2216	35.3965	41.7500	14.5531	1.0788	.....	18.8033	81.1967	.....	.....
Hard Winter.....	13,311,330	7,724,200	4,195,720	915,046	300,952	73,829	101.633	10,825	64,518	2,744	78,093
Percentage.....	4.0013	58.0270	31.5197	6.7341	2.2008	.5546	.7635	13.8636	82.6221	3.5142	.....
Yellow Hard Winter.....	250,313	27,010	144,086	80,105	.....	.....	49.112	.....	880	889	880
Percentage.....	.0752	10.7905	57.5624	12.0269	.....	.....	19.6202	.....	100.	.....	.....
Red Winter.....	2,022,712	154,080	483,461	1,061,908	290,663	32,600	.....	2,705	22,849	.....	25,554
Percentage.....	.6076	7.6154	23.9017	52.4983	14.8699	1.6117	.....	10.5854	89.4146	.....	.....
Red Walla.....	11,817,719	1,354,531	5,321,144	4,466,330	437,199	64,736	173.779	107,689	171,840	.....	279,529
Percentage.....	3.5499	11.4619	45.0268	37.7935	3.6986	.5478	1.4705	38.5251	61.4749	.....	.....
Hard White.....	111,840,616	12,125,575	17,391,017	30,815,948	19,030,864	21,415,006	10.564,206	69,652	717,473	6,842	798,967
Percentage.....	33.4462	10.8905	15.6197	27.6773	17.0925	19.2388	9.4882	8.7726	90.3656	.8618	.....
Soft White.....	21,575,584	2,555,069	10,689,308	6,269,306	1,715,198	235,238	111.475	157,466	212,597	235	370,298
Percentage.....	6.4812	11.8423	49.5436	29.0574	7.9496	1.0902	.5167	42.5242	57.4124	.0634	.....
White Oclub.....	98,052,545	24,393,963	33,594,901	32,608,601	7,884,094	3,079,933	1,491,024	208,007	940,533	1,779	1,110,319
Percentage.....	27.0625	26.2152	36.1032	24.2967	8.4727	3.3099	1.6023	18.7840	61.1058	.1602	.....
Mixed wheat.....	20,980,707	6,754,210	6,222,292	4,823,597	2,224,517	614,201	336,890	59,525	251,341	1,367	312,233
Percentage.....	6.3025	32.1924	29.6572	23.0144	10.7011	2.9275	1.6058	19.0043	80.4979	.4378	.....
Totals.....	332,894,550	94,655,129	91,776,200	2,341,218	34,733,335	96,254,313	13,134,355	649,913	3,082,470	15,541	3,747,924
Percentage.....	.....	25.4300	27.5692	24.7349	10.4337	7.8666	3.9455	17.3406	82.2447	.4147	.....

TABLE 5.—STATEMENT SHOWING GRADES AND DOCKAGES AT SPOKANE FROM JULY 1, 1917, TO JUNE 30, 1918.
Showing percentage of each type to total; also percentage of dockage for smut, foul and other causes to total dockage.

TYPE	Total Weight	No. 1	No. 2	No. 3	No. 4	No. 5	Sample grade	Smut dockage	Foul dockage	Other causes	Total dockage
Dark Northern Spring..... Percentage.....	9,908,880 5.2293	3,732,867 87.6719	3,103,188 31.8172	1,829,507 18.4185	814,423 8.2191	252,835 2.5516	176,060 1.7768	..... .....	147,041 99.5	738 .5	147,779
Northern Spring..... Percentage.....	14,245,860 7.5180	7,066,793 49.6051	2,957,094 20.7618	1,898,836 13.3255	1,821,681 9.2775	141,540 .9935	859,816 6.0355	..... .....	249,017 99.75	624 .25	249,641
Red Spring..... Percentage.....	389,907 .2058	242,967 62.3141	..... .....	..... .....	66,300 17.0041	..... .....	80,640 20.6819	..... .....	9,207 99.5	46 .5	9,253
Dark Hard Winter..... Percentage.....	4,423,481 2.2816	86,520 2.0012	678,404 15.6912	2,334,574 53.9976	1,144,716 26.4767	79,267 1.8334	..... .....	5,085 8.2559	56,321 91.2441	308 .5	61,714
Hard Winter..... Percentage.....	6,994,238 3.6911	2,980,818 42.6183	2,815,937 40.2908	848,708 12.1344	260,180 3.7199	88,580 1.2666	..... .....	1,134 2.8330	38,698 96.667	200 .5	40,030
Yellow Hard Winter..... Percentage.....	167,360 .0883	..... .....	87,840 52.4857	..... .....	49,520 47.5143	..........	..........	..........	..........	..........	..........
Red Winter..... Percentage.....	3,129,090 1.6513	270,696 8.6506	555,623 17.7557	1,407,797 44.9906	694,964 28.6020	..... .....	..... .....	2,948 7.4449	36,455 92.0556	197 .5005	39,600
Red Walla..... Percentage.....	9,104,519 4.8048	354,291 3.8913	817,452 8.9785	6,359,301 69.8478	1,284,457 14.1079	100,000 1.0968	189,018 2.0761	81,765 81.1873	179,100 68.3127	1,810 .5	202,175
Hard White..... Percentage.....	78,858,535 41.6154	6,890,976 8.0917	11,397,778 14.4534	26,996,341 34.2212	19,927,223 25.2695	8,984,376 11.3396	5,231,841 6.6344	14,356 1.9694	708,658 97.5105	3,610 .5001	721,624
Soft White..... Percentage.....	24,802,476 12.6787	924,332 3.7270	5,833,505 23.5158	11,580,536 46.6910	5,784,833 22.9206	450,125 1.8148	390,035 1.3306	137,040 27.2961	362,496 72.2038	2,512 .5001	502,048
White Club..... Percentage.....	12,788,246 6.7488	2,152,519 16.8320	5,146,273 40.2423	3,006,520 28.5100	697,181 5.4517	298,175 2.3516	1,487,578 11.6323	26,851 10.0021	240,289 89.4979	1,342 .5	268,482
Mixed wheat..... Percentage.....	24,776,474 13.0754	4,106,079 16.5724	9,142,942 36.9017	9,114,728 36.7878	1,596,967 6.4051	345,160 1.3930	490,598 1.9397	84,875 19.5926	222,911 80.1639	1,291 .2445	438,198
Totals..... Percentage.....	189,483,886	28,298,898 14.9843	42,535,036 22.4475	65,366,358 34.4951	33,762,325 17.8175	10,690,068 5.641	9,835,586 4.6628	354,064 12.9439	2,398,301 96.5556	13,178 .5005	2,735,543

A TABULATION

Showing receipts of Wheat, Oats and Barley for the year ending June 30, 1918, as reported to the State Grain Inspection Department of the State of Washington by the licensed public warehousemen of the state; also showing capacity of public warehouses at each station.

P. J. SWEENEY,
Chief Grain Inspector.

It will be seen by these figures that the warehouse capacity of the state is almost double the receipts of all grain from the 1917-1918 crop, also that the station reporting the largest receipts of wheat was Withrow in Douglas county, with 517,691 bu. The station reporting the smallest wheat receipts was Alfalfa in Yakima county, with only 185 bu. to its credit. Among the stations reporting oat receipts, we find Mount Hope, Spokane county, in the lead with 435,508 bu. while in receipts of barley, Pomeroy, Garfield county, led the rest of the state with 376,701 bu., being also the station with largest receipts of all grain with a total of 888,592 bu. for the season. The station having the largest warehouse capacity was Harrington, Lincoln county, with 945,000 bu., while the smallest was Wahkiakum, Klickitat county, with only 5,000 bu. capacity. Whitman county, with 213 stations reporting, led the state in receipts of wheat and oats, with 5,358,524 bu. and 1,112,186 bu. respectively, but was relegated to third place in barley receipts by Columbia and Garfield counties, Columbia county leading with 689,279 bu.

TABLE 6.—LIST OF PUBLIC WAREHOUSES IN THE STATE OF WASHINGTON.

Showing capacity and number of bushels of wheat, oats and barley received during season of 1917-18.

TOWNS	Capacity	Wheat	Oats	Barley	Total
ADAMS COUNTY—					
Batum	79,000	87,240			87,240
Beatrice	80,000				
Benge	113,000	90,488		1,078	91,561
Bruce	70,000	68,882			68,882
Cunningham	265,000	258,186			258,186
Hatton	281,000	352,676			352,676
Jantz	45,000	33,747			33,747
Keystone	169,000	66,580	8,080	522	70,182
Lauer	105,000	98,606			98,606
Lind	415,000	304,734			304,734
Macall	15,000	5,215			5,215
Marcelluos	100,000	100,744			100,744
Moody	105,000	94,032			94,032
Othello	40,000	24,760			24,760
Packard	100,000	118,202			118,202
Paha	225,000	101,612			101,612
Pifer	48,800	15,347			15,347
Pizarro	115,000	153,522			153,522
Ralston	280,000	182,673			182,673
Ritzville	570,000	340,416			340,416
Roboboro	95,000	88,674			88,674
Schoonover	80,000	78,510			78,510
Schragg	95,000	121,866			121,866
Shaffer	20,000	15,098			15,098
Tokio	160,000	105,655	109	1,200	106,964
Vassar	95,000	143,696			143,696
Washturna	427,500	303,528	6,751	845	311,124
Totals	4,142,800	3,354,684	9,940	3,640	3,368,264
ASOTIN COUNTY—					
Asotin	564,000	292,838		5,227	298,065
Couse Creek	50,000	27,297		864	28,161
Silcott	120,000	23,708		4,911	28,619
Totals	734,000	343,843		11,002	354,845
BENTON COUNTY—					
Biggam	30,000	10,344			10,344
Erie	35,000	18,672			18,672
Kennewick	50,000	5,156			5,156
Klona	200,000	66,006			66,006
Patterson	50,000	11,651			11,651
Prosser	350,000	80,342		367	80,709
Whitstraw	50,000	33,305			33,305
Totals	765,000	225,476		367	225,843
CHELAN COUNTY—					
Wenatchee	254,000	136,469	551	1,200	138,220
COLUMBIA COUNTY—					
Alto	300,000	83,276		18,525	101,801
Dayton	974,000	152,945	2,998	262,427	418,260
Huntsville	240,000	112,664		52,139	162,803
Jackson	12,000	6,809		1,309	8,118
Longs	265,000	82,706		33,537	116,243
Menoken	110,000	100,447		9,079	109,526
Relief	50,000				
Romans	85,000	31,827		17,180	49,007
Powers	100,000				
Starbuck	150,000				
Turner	635,000	80,612		186,938	267,550
Whitstone	392,000	42,483	306	108,145	150,939
Woodward	40,000				
Total	3,353,000	693,774	3,304	689,279	1,386,357

TABLE 8.—Continued.

TOWNS	Capacity	Wheat	Oats	Barley	Total
DOUGLAS COUNTY—					
Alstown	167,000	177,167	1,274	10	178,451
Appledale.....	30,000	16,870	.....	.....	16,870
Bridgeport	115,000	83,703	.....	.....	83,703
N. Bridgeport	6,000	.....	.....	.....	.....
Columbia River	15,000	7,760	.....	.....	7,760
Douglas	180,000	166,504	412	368	167,304
Foster Creek	7,000	.....	.....	.....	.....
Gordon	7,000	.....	.....	.....	.....
Mansfield	645,000	503,472	3,003	241	506,716
McCues	30,000	29,890	.....	40	29,430
Rock Island	8,000	.....	.....	.....	.....
Sellers	6,000	.....	.....	.....	.....
Supples	210,000	166,174	121	.....	166,295
Touhey	50,000	26,636	.....	.....	26,636
Waterville	300,000	286,508	609	.....	287,117
Withrow	402,000	517,691	288	429	518,408
Totals	2,178,000	1,981,875	5,707	1,108	1,988,690
FRANKLIN COUNTY—					
Burr Canyon	51,150	66,742	.....	.....	66,742
Connell	200,000	157,749	.....	.....	157,749
Curry	52,500	68,699	.....	.....	68,699
Dilling	45,000	56,450	.....	.....	56,450
Eltopia	85,000	132,190	.....	.....	132,190
Emery	45,000	28,628	.....	.....	28,628
Estes	180,000	43,045	.....	.....	43,045
Kahlotus.....	275,000	21,962	.....	.....	21,962
Levey	83,000	35,866	.....	.....	35,866
McAdams	131,600	80,250	.....	.....	80,250
Mesa	75,000	98,675	.....	.....	98,675
Page	13,300	26,330	.....	.....	26,330
Ringold	50,000	7,383	.....	.....	7,383
Snake River	15,000	15,092	.....	.....	15,092
Snake River Jct.	51,760	39,367	.....	.....	39,367
Sulphur	160,000	61,037	.....	.....	61,037
Windust	19,350	6,875	.....	.....	6,875
Totals	1,482,660	946,390	.....	.....	946,390
GARFIELD COUNTY—					
Central Ferry	70,000	.....	.....	.....	.....
Chard	50,000	.....	.....	.....	.....
Dodges	45,000	13,804	.....	22,422	35,726
Houser	64,000	22,880	.....	11,050	33,930
Illa	150,000	57,531	.....	17,299	74,830
Judkins	200,000	73,000	.....	37,800	110,800
Mayview	200,000	46,970	.....	105,370	152,340
Pomeroy	700,000	511,891	.....	376,701	888,592
Rices Bar	60,000	21,391	.....	9,040	30,431
Zumwalt	800,000	30,307	.....	34,051	64,358
Totals	1,619,000	777,274	.....	613,733	1,391,007
GRANT COUNTY—					
Bacon	50,000	.....	.....	.....	.....
Corfu	26,380	18,416	.....	.....	18,416
Coulee	198,000	316,822	.....	.....	316,822
Ephrata	231,000	135,373	1,622	196	137,291
Torreys	25,000	22,134	.....	.....	22,134
Hanson	180,000	154,990	.....	.....	154,990
Hartline	505,000	291,078	2,808	120	294,006
Krupp	115,000	143,417	6,486	928	140,831
Jantz	15,000	102,652	.....	.....	102,652
Quincy	250,000	127,722	.....	.....	127,722
Ruff	146,000	153,422	5,483	.....	158,905

TABLE 6.—Continued.

TOWNS	Capacity	Wheat	Oats	Barley	Total
GRANT COUNTY (Concluded)—					
Sielor	18,000	44,404	.....	.....	44,404
Trinidad	50,000	8,860	.....	.....	8,860
Warden	100,000	44,030	.....	.....	44,030
Wheeler	120,000	111,835	.....	.....	111,835
Wilson Creek	90,000	.....	.....	.....	.....
Totals	2,119,360	1,675,155	16,399	1,244	1,692,798
LINCOLN COUNTY—					
Almira	435,000	297,786	.....	500	298,286
Bluestem	340,000	87,532	508	844	88,894
Canby	70,000	31,980	.....	180	32,160
Oreston	455,000	272,177	1,829	18,891	292,897
Davenport	427,000	258,222	664	2,319	261,205
Ditmar	215,000	45,957	.....	3,361	49,318
Downs	205,000	50,371	.....	.....	50,371
Edwall	453,000	123,380	.....	19,030	142,410
Fellows	24,000	9,824	.....	93	9,917
Fishtrap	10,000	.....	.....	.....	.....
Govan	351,000	304,866	597	2,641	308,104
Gravelles	155,000	60,813	1,431	963	63,207
Harrington	945,000	270,758	5,241	8,322	284,321
Irby	165,000	45,633	.....	.....	45,633
Lamona	295,000	54,034	.....	.....	54,034
Mohler	523,000	184,976	250	.....	185,226
Mondovi	315,000	125,030	.....	1,031	126,061
Nemo	55,000	28,378	.....	.....	28,378
Odessa	355,000	191,174	252	.....	191,426
Omans	170,000	26,129	.....	.....	26,129
Reardan	395,000	318,367	3,393	9,799	331,559
Rocklyn	190,000	39,830	.....	200	40,030
Sprague	410,000	151,592	.....	.....	151,592
Waukon	180,000	97,050	1,079	17,192	115,321
Wilbur	595,000	474,936	1,871	6,123	482,930
Totals	7,793,000	3,550,795	17,115	91,489	3,659,399
KITTITAS COUNTY—					
Ellensburg	530,000	63,107	17,168	1,608	81,883
Himes	75,000	.....	.....	.....	.....
Kittitas	180,000	.....	.....	.....	.....
Totals	785,000	63,107	17,168	1,608	81,883
Klickitat County—					
Aurora	110,000	45,000	.....	271	45,271
Centerville	240,000	146,575	106	8,855	155,536
Condon	145,000	244,649	452	1,249	246,350
Elys	44,000	18,223	.....	260	18,483
Moosvelt	198,000	83,619	141	8,404	92,466
Sunshine	89,000	52,234	.....	5,486	57,720
Wahkiakum	5,000	.....	.....	.....	.....
Warwick	50,000	90,897	115	2,240	93,252
Totals	881,000	681,197	814	27,065	709,076
OKANOGAN COUNTY—					
Elmer	10,000	10,750	.....	.....	10,750
Chilaw	6,600	.....	.....	.....	.....
Moham	130,000	70,464	9,012	22,950	102,426
Monsie	30,000	7,555	4	39	7,598
Nespelem	8,000	.....	.....	.....	.....
Omaha	14,000	1,398	.....	.....	1,398
Oroville	16,000	19,400	65	810	20,275

TABLE 6.—Continued.

TOWNS	Capacity	Wheat	Oats	Barley	Total
OKANOGAN COUNTY (Concluded)—					
Pateres	15,000	3,890	.....	.....	3,890
Riverside	30,000	8,293	.....	400	8,693
Tonasket	79,000	96,791	1,027	2,172	99,890
Myncaster.....	25,000	16,750	743	1,220	18,713
Totals	368,600	230,291	10,851	27,591	268,733
SPOKANE COUNTY—					
Amber	10,000	8,804	.....	.....	8,804
Buckley	40,000	3,641	.....	.....	3,641
Cheney	205,000	113,093	8,021	2,814	123,928
Espanola	110,000	48,245	2,100	600	50,945
Fairfield	265,000	88,144	37,558	.....	125,702
West Fairfield	65,000	29,989	7,465	.....	37,454
Hite	200,000	149,570	2,670	2,896	155,136
Jefferson	72,000	19,886	6,000	.....	25,886
Latah	89,000	67,975	19,865	1,253	88,593
Manitou	20,000	.....	.....	.....	.....
Medical Lake	10,000	41,099	1,283	.....	42,382
Mount Hope	35,000	114,364	435,508	37,707	587,579
North Pine	130,000	11,122	7,678	40	18,840
Plaza	338,000	105,765	35,782	1,752	143,299
Rockford	163,000	94,518	20,100	1,040	95,658
Rodna	82,000	46,253	3,843	11,889	62,985
Spangle	394,000	136,822	33,474	933	171,229
Spring Valley	119,000	64,910	9,781	3,195	77,896
Tyler	90,000	14,712	.....	800	15,512
Valleyford	62,000	23,460	1,200	24	24,684
Squaw Canyon	90,000	43,173	1,401	1,053	45,627
Waverly	84,000	33,523	12,623	90	46,241
Mead	20,000	.....	.....	.....	.....
Totals	2,693,000	1,250,073	645,852	66,076	1,971,011
WALLA WALLA COUNTY—					
Adkins	70,000	11,601	.....	.....	11,601
Berryman	130,000	.....	.....	.....	.....
Bolles Jct.	195,000	124,300	.....	34,930	159,230
Ollmax	25,000	5,678	.....	.....	5,678
Olyde	290,000	214,473	.....	.....	214,473
Coppel	182,000	116,594	.....	20,422	137,016
Drum	75,000	57,161	.....	.....	57,161
Dixie	95,000	58,110	.....	6,375	64,485
Dry Creek	90,000	94,891	.....	.....	94,891
Eastman	55,000	21,067	2,650	5,750	29,467
Elwood	55,000	42,452	.....	.....	42,452
Ennis	80,000	45,075	.....	.....	45,075
Eureka Jct.....	80,000	45,153	.....	.....	45,153
Hadley	50,000	114,667	.....	9,791	124,458
Hector	20,000	.....	.....	.....	.....
Herberts	100,000	59,739	.....	.....	59,739
Lamar	180,000	53,763	.....	.....	53,763
Lowden	100,000	95,593	.....	40,000	135,593
Magallon.....	50,000	43,086	.....	.....	43,086
Matthews	50,000	24,692	.....	.....	24,692
Minnick	130,000	76,245	1,000	11,450	88,295
Pleasant View	475,000	136,476	.....	.....	136,476
Prescott	832,000	447,779	.....	80,025	527,804
Pedigo	44,000	.....	.....	.....	.....
Paddock	55,000	55,800	.....	.....	55,800
Page	25,000	.....	.....	.....	.....
Reser	55,000	43,677	.....	.....	43,677
Rifle	60,000	19,134	.....	1,250	20,384
Rulo	135,000	96,332	.....	.....	96,332
Russell	55,000	48,840	.....	.....	48,840
Sapolli	236,000	153,467	.....	2,656	156,123
Shaw	85,000	58,287	.....	.....	58,287
Sheffler	50,000	30,452	.....	.....	30,452
Spring Creek	50,000	52,500	.....	.....	52,500
Sudbury	55,000	53,010	.....	9,500	62,510
Thiel	140,000	138,558	.....	1,881	140,439

TABLE 6.—Continued.

TOWNS	Capacity	Wheat	Oats	Barley	Total
WALLA WALLA COUNTY (Concluded)—					
Tompkins	40,000	22,445	.....	.....	22,445
Touchet	40,000	50,163	.....	8,150	58,313
Tracy	190,000	87,552	270	3,500	91,322
Valley Grove	190,000	140,661	.....	6,659	147,320
Waitsbury	268,700	31,841	.....	8,581	35,422
Walker	70,000	41,458	1,766	.....	43,224
Wallula	33,000	8,458	.....	.....	8,458
Welland	48,000	.....	.....	.....	.....
Walla Walla	568,000	252,145	.....	54,122	306,267
Whitman	60,000	55,722	.....	2,693	58,415
Totals	5,961,700	3,329,097	6,286	302,785	3,638,118
WHITMAN COUNTY—					
Albion	225,000	80,211	120,066	8,661	208,938
Almota	230,000	87,798	5,825	8,608	102,231
Armstrong	110,000	34,842	8,900	5,595	48,837
Balder	65,000	19,986	6,454	373	26,813
Blemont	120,000	63,354	30,485	.....	93,839
Blackwell	125,000	51,946	5,574	.....	57,520
Busbey	191,000	54,759	8,848	7,134	70,741
Canyon	103,000	43,051	.....	.....	43,051
Cashup	210,000	111,846	39,436	.....	151,012
Castleton	40,000	18,650	.....	.....	18,650
Cedar Creek	17,600	11,534	.....	.....	11,534
Chambers	368,000	97,852	32,121	28,659	158,642
Colfax	210,000	34,655	9,650	4,524	48,829
Colton	290,000	124,115	16,709	26,213	167,042
Coman	60,000	40,411	5,280	.....	45,691
Orabtree	100,000	45,889	12,978	.....	58,867
Diamond	330,000	99,773	580	7,076	107,519
Donahoe	90,000	22,270	5,827	414	28,511
Eden	50,000	14,043	11,422	.....	25,465
Elberton	204,000	49,619	13,215	1,710	64,542
Endicott	420,000	343,340	.....	720	344,060
Ewan	140,000	113,777	.....	3,525	117,302
Fairbanks	120,000	39,922	9,834	1,147	50,903
Fallons	260,000	61,147	13,468	7,752	82,367
Farmington	485,000	92,797	18,934	5,561	117,292
Fletcher	80,000	13,014	4,881	.....	17,895
Garfield	312,000	59,032	42,109	.....	101,141
Geary	48,000	6,495	2,569	.....	9,064
Glenwood	200,000	79,617	33,185	2,867	120,299
Gravel Pit	30,000	10,300	.....	.....	10,300
Grimmell	160,300	43,494	25,896	.....	70,690
Hay	186,000	187,502	.....	6,442	193,944
Hayfield	30,000	16,036	11,439	.....	27,525
Hooper	75,000	36,123	.....	.....	36,123
Huntley	60,000	23,890	.....	940	24,830
Interior	100,000	51,423	8,271	22,535	82,224
Jerita	170,000	88,753	.....	.....	88,753
Johnson	285,000	71,221	21,865	13,116	106,203
June	80,000	22,510	.....	9,221	31,731
Kenova	95,000	34,430	.....	2,100	36,530
Kitzmiller	102,000	15,454	4,400	12,500	32,354
La Crosse	575,000	208,483	.....	.....	208,483
Ladow	35,000	12,169	4,983	.....	17,152
Lamont	168,500	32,490	.....	7,778	40,268
Lavista	50,000	18,057	.....	.....	18,057
Leon	205,000	40,957	10,885	14,765	66,607
Lone Pine	125,000	25,665	25,243	.....	50,908
Longwill	20,000	8,948	2,334	.....	11,282
Malden	185,000	.....	.....	.....	.....
Manning	54,000	25,625	4,202	1,008	30,835
McCoy	155,000	23,957	7,921	.....	31,878
Mockonema	395,000	213,544	12,605	70,204	296,353
Oakdale	733,000	122,472	89,927	526	212,925
Pallade	40,000	7,584	387	1,478	9,449
Palouse	527,000	163,207	185,501	15,064	363,772
Pampa	230,000	114,577	.....	2,048	116,555
Pandora	40,000	17,600	3,943	68	21,606

TABLE 6.—Concluded.

TOWNS	Capacity	Wheat	Oats	Barley	Total
WHITMAN COUNTY (Concluded)—					
Parvin	90,000	29,180	11,443	3,488	44,061
Penewawa	285,000	154,061	.....	14,058	168,719
Pine City	140,000	52,854	1,274	4,821	58,449
Pullman	350,000	81,282	14,843	36,898	133,021
Revere	166,300	90,319	.....	4,789	95,108
Ringo	50,000	6,750	3,889	247	10,886
Rosalia	195,000	18,274	8,885	2,700	29,809
Rysbeck	35,000	20,212	5,460	.....	25,672
Seabury	125,000	64,558	8,487	.....	73,045
Seltice	177,000	41,815	7,536	.....	51,351
Shawnee	120,000	24,217	28,000	5,900	58,117
Sokulk	105,000	23,173	1,801	.....	24,974
Staley	90,000	16,829	988	3,993	21,709
Steptoe	161,100	98,498	38,122	1,785	134,405
Stoneham	45,000	10,717	10,836	.....	21,553
Stonsr	98,600	40,820	.....	10,206	50,526
St. Johans	540,000	50,771	4,347	3,525	59,623
Sunset	210,000	16,883	1,150	.....	18,033
Sunshine	70,000	16,490	4,500	280	21,270
Swan	35,000	.....	.....	.....	.....
Tekoa	504,520	156,331	63,352	1,830	221,513
Thera	290,000	103,185	400	9,988	113,573
Thornton	325,000	116,049	29,597	1,025	146,671
Tilma	72,400	41,197	12,740	.....	53,937
Unlontown	475,000	153,776	26,110	23,990	204,866
Walters	130,500	34,463	16,483	.....	50,946
Warner	135,000	42,429	12,118	.....	54,547
Welan	105,000	31,234	15,040	3,472	49,746
Willada	315,000	131,761	692	104	132,557
Winona	230,000	154,355	.....	12,850	167,215
Wawawai	272,000	.....	.....	.....	.....
Totals	16,307,720	5,358,524	1,112,186	447,908	6,918,618
YAKIMA COUNTY—					
Alfalfa	20,000	185	231	3,088	3,504
Byron	44,000	14,566	.....	.....	14,566
Mabton	356,000	101,351	311	1,528	103,190
Hanwood	50,000	.....	.....	.....	.....
Parker	135,000	.....	.....	.....	.....
Toppenish	391,000	29,189	13,030	18,725	60,944
Yakima.....	280,000	49,128	9,991	1,599	60,718
Wapato	200,000	2,247	257	377	2,881
Wiley	30,000	32,029	4,159	6,141	42,329
Totals	1,456,000	228,695	27,279	31,458	288,132

Total of State by Counties.

Adams.....	4,142,800	3,354,684	9,940	3,640	3,368,364
Asotin.....	734,000	343,843	.....	11,002	354,845
Benton.....	765,000	225,746	.....	367	225,843
Chelan.....	254,000	136,469	551	1,200	138,220
Columbia.....	3,353,000	693,774	3,304	689,279	1,386,357
Douglas.....	2,178,000	1,981,875	5,707	1,103	1,988,685
Franklin.....	1,482,660	946,390	.....	.....	946,390
Garfield.....	1,619,000	777,274	.....	613,733	1,391,007
Grant.....	2,119,360	1,675,155	16,399	1,244	1,692,798
Lincoln.....	7,793,000	3,550,795	17,115	91,489	3,659,399
Kittitas.....	785,000	63,107	17,168	1,608	81,883
Klickitat.....	881,000	681,197	814	27,065	709,076
Okanogan.....	363,600	230,291	10,851	27,591	268,733
Spokane.....	2,693,000	1,259,073	645,852	66,086	1,971,011
Walla Walla.....	5,951,700	3,320,097	6,286	302,735	3,629,118
Whitman.....	16,307,720	5,358,524	1,112,186	447,908	6,918,618
Yakima.....	1,456,000	228,695	27,279	31,458	288,132
TOTALS.....	52,878,840	24,835,719	1,874,152	2,317,513	29,027,364

A tabulation showing the public warehouses of the State of Washington divided into three classes, "Line," "Farmer" and "Others." By the term "Line" is meant those houses having milling or exporting facilities at terminals; "Farmer" houses, those owned by farmers or farmer organizations, while "Others" includes all those not coming under either of the above two classes.

These figures show that while the "Farmer" houses comprise less than 16 per cent of the total number of warehouses reporting and have only 16.9 per cent of the total warehouse capacity of the state, they nevertheless handled almost 27 per cent of the wheat, over 22 per cent of the oats, and nearly 17 per cent of the barley handled by all houses, their proportion of the total being 25.8 per cent or 83.7 per cent of their total warehouse capacity.

In contrast to the above figures, the "Line" houses, while composing over one-half of all warehouses reporting and having over 43 per cent of the total warehouse capacity of the state, handled only 38 per cent of the total amount of grain, or considerably less than half of the total capacity of their warehouses.

Compiled by the State Grain Inspection Department.

P. J. SWEENEY,
Chief Inspector.

605 Tacoma Bldg., Tacoma, Washington.

TABLE 7.

STATIONS REPORTING		Capacity	Wheat Received	Oats Received	Barley Received	Total Receipts
ADAMS COUNTY—						
Line.....	33	1,850,300	1,237,171	3,080	947	1,241,198
Farmers.....	10	624,500	752,398	6,751	1,181	760,330
Others.....	30	1,668,000	1,865,115	109	1,512	1,866,735
Totals.....	73	4,142,800	3,854,684	9,940	3,640	3,868,264
ASOTIN COUNTY—						
Farmers.....	1	270,000	83,387	.....	3,130	86,517
Others.....	4	464,000	260,456	.....	7,872	268,328
Totals.....	5	734,000	343,843	.....	11,002	354,845
BENTON COUNTY—						
Line.....	1	50,000	11,651	.....	.....	11,651
Others.....	12	715,000	213,825	.....	367	214,192
Totals.....	13	765,000	225,476	.....	367	225,843
CHELAN COUNTY—						
Others.....	2	254,000	136,469	551	1,300	138,320
COLUMBIA COUNTY—						
Line.....	6	524,000	94,810	2,434	208,022	305,266
Farmers.....	7	500,000	257,301	.....	61,658	318,959
Others.....	26	2,329,000	341,663	870	419,599	762,132
Totals.....	39	3,353,000	693,774	3,304	689,279	1,386,357
DOUGLAS COUNTY—						
Line.....	15	717,000	536,975	1,642	110	538,727
Farmers.....	7	664,000	805,797	288	57	806,142
Others.....	17	797,000	689,108	3,777	941	643,821
Totals.....	39	2,178,000	1,981,875	5,707	1,108	1,988,690
FRANKLIN COUNTY—						
Line.....	14	682,160	325,413	.....	.....	325,413
Farmers.....	4	170,000	178,956	.....	.....	178,956
Others.....	16	630,500	442,021	.....	.....	442,021
Totals.....	34	1,482,660	946,390	.....	.....	946,390
GARFIELD COUNTY—						
Line.....	5	800,000	376,924	.....	288,850	665,774
Farmers.....	1	200,000	121,548	.....	92,742	214,290
Others.....	9	619,000	278,802	.....	232,141	510,943
Totals.....	15	1,619,000	777,274	.....	613,733	1,391,007
GRANT COUNTY—						
Line.....	13	541,360	209,204	300	120	209,624
Farmers.....	14	811,000	1,024,383	16,037	1,124	1,041,544
Others.....	20	767,000	441,568	62	.....	441,630
Totals.....	47	2,119,360	1,675,155	16,399	1,244	1,692,798
KITTITAS COUNTY—						
Line.....	1	200,000	39,514	16,788	1,421	57,723
Others.....	5	585,000	23,593	380	187	24,160
Totals.....	6	785,000	63,107	17,168	1,608	81,883

TABLE 7.—Concluded.

STATIONS REPORTING		Capacity	Wheat Received	Oats Received	Barley Received	Total Receipts
KLICKITAT COUNTY—						
Line.....	2	68,000	No Report	.....	.....	.....
Farmers.....	1	70,000	195,106	452	1,249	196,807
Others.....	14	743,000	486,091	862	25,816	512,269
Totals.....	17	881,000	681,197	814	27,065	709,076
LINCOLN COUNTY—						
Line.....	52	3,793,000	1,068,347	7,149	23,586	1,094,082
Farmers.....	19	1,439,000	1,275,776	4,130	24,679	1,304,585
Others.....	37	2,561,000	1,211,672	5,886	43,224	1,260,732
Totals.....	108	7,793,000	3,550,795	17,115	91,489	3,659,399
OKANOGAN COUNTY—						
Farmers.....	1	30,000	60,464	6,298	17,597	84,349
Others.....	13	338,600	169,827	4,553	10,004	184,384
Totals.....	14	368,600	230,291	10,851	27,591	268,733
SPOKANE COUNTY—						
Line.....	23	1,250,000	547,418	473,517	56,445	1,077,690
Farmers.....	15	903,000	514,182	123,113	6,402	643,697
Others.....	13	540,000	197,473	49,222	2,939	249,634
Totals.....	51	2,693,000	1,259,073	645,852	65,386	1,971,011
WALLA WALLA COUNTY—						
Line.....	45	3,431,000	1,886,617	6,296	168,897	2,061,800
Farmers.....	7	651,000	333,676	.....	67,723	451,399
Others.....	24	1,869,700	1,058,804	.....	66,115	1,124,919
Totals.....	76	5,951,700	3,329,097	6,296	302,735	3,638,118
WHITMAN COUNTY—						
Line.....	115	8,814,720	2,768,819	408,029	251,754	3,428,602
Farmers.....	33	2,597,000	1,020,864	260,083	109,794	1,390,741
Others.....	65	4,896,000	1,568,841	444,074	86,930	2,099,275
Totals.....	213	16,307,720	5,358,524	1,112,186	447,908	6,918,618
YAKIMA COUNTY—						
Line.....	2	263,000	2,247	257	377	2,881
Others.....	18	1,191,000	226,448	27,722	31,081	285,251
Totals.....	20	1,456,000	228,695	27,979	31,458	288,132

**TABULATION SHOWING PERCENTAGE OF CROP HANDLED BY "LINE,"
"FARMERS" AND "OTHER" HOUSES IN EACH COUNTY
AND IN THE STATE AS A WHOLE.**

STATIONS REPORTING		Capacity	Wheat	Oats	Barley	Total
ADAMS COUNTY—						
Line.....	33	44.7%	36.9%	30.9%	26.1%	36.8%
Farmers.....	10	15.1%	23.4%	69.0%	32.4%	22.8%
Others.....	30	40.2%	40.7%	.1%	41.5%	40.8%
ASOTIN COUNTY—						
Line.....	0					
Farmers.....	1	36.8%	24.2%		28.4%	24.4%
Others.....	4	53.2%	75.8%		71.0%	75.6%
BENTON COUNTY—						
Line.....	1	7.0%	5.2%			5.2%
Others.....	12	93.0%	94.8%			94.8%
COLUMBIA COUNTY—						
Line.....	6	15.6%	13.6%	73.7%	30.2%	22.0%
Farmers.....	7	14.9%	37.1%		8.9%	23.0%
Others.....	26	69.5%	49.3%	26.3%	60.9%	55.0%
DOUGLAS COUNTY—						
Line.....	15	32.9%	27.1%	23.8%	9.9%	27.1%
Farmers.....	7	30.5%	40.6%	5.4%	5.1%	40.5%
Others.....	17	36.6%	32.3%	65.8%	85.0%	32.4%
FRANKLIN COUNTY—						
Line.....	14	46.1%	34.4%			34.4%
Farmers.....	4	11.4%	18.9%			18.9%
Others.....	16	42.5%	46.7%			46.7%
GARFIELD COUNTY—						
Line.....	5	49.7%	48.6%		47.1%	47.8%
Farmers.....	1	12.8%	15.6%		15.1%	16.2%
Others.....	9	38.0%	35.8%		37.8%	36.0%
GRANT COUNTY—						
Line.....	13	25.5%	12.5%	18.8%	9.6%	11.1%
Farmers.....	14	33.3%	61.2%	97.8%	90.4%	62.3%
Others.....	20	36.2%	26.3%	.4%		26.1%
KITTITAS COUNTY—						
Line.....	1	25.4%	62.7%	97.8%	33.0%	70.5%
Others.....	5	74.6%	37.3%	2.2%	11.6%	29.5%
Klickitat County—						
Line.....	2	7.7%				
Farmers.....	1	7.9%	23.6%	55.6%	4.6%	27.5%
Others.....	14	84.4%	71.4%	44.4%	95.4%	72.2%
LINCOLN COUNTY—						
Line.....	52	48.8%	29.9%	41.8%	24.6%	19.9%
Farmers.....	19	18.4%	36.0%	24.1%	26.9%	25.7%
Others.....	37	32.8%	34.1%	34.1%	48.5%	34.4%
OKANOGAN COUNTY—						
Farmers.....	1	8.2%	26.2%	53.1%	63.8%	31.4%
Others.....	13	91.8%	73.8%	41.9%	36.2%	68.6%

PERCENTAGE OF CROP HANDLED BY HOUSES.—Concluded.

STATIONS REPORTING		Capacity	Wheat	Oats	Barley	Total
SPOKANE COUNTY—						
Line.....	23	46.4%	43.6%	73.3%	36.0%	54.8%
Farmers.....	15	33.5%	40.8%	19.1%	9.6%	32.6%
Others.....	13	20.1%	15.6%	7.6%	4.4%	12.6%
WALLA WALLA COUNTY—						
Line.....	45	57.7%	56.7%	100.0%	55.9%	56.7%
Farmers.....	7	10.9%	11.5%	.....	22.8%	12.4%
Others.....	24	31.4%	31.8%	.....	21.8%	30.9%
WHITMAN COUNTY—						
Line.....	115	54.1%	51.7%	36.8%	56.3%	46.5%
Farmers.....	33	15.9%	19.0%	23.3%	24.5%	20.1%
Others.....	65	30.0%	29.3%	39.9%	19.2%	33.4%
YAKIMA COUNTY—						
Line.....	2	18.2%	.9%	.9%	1.2%	1.0%
Others.....	18	81.8%	99.1%	99.1%	98.8%	99.0%
TOTAL FOR STATE—						
Line.....	327	43.5%	36.6%	49.1%	43.2%	38.0%
Farmers.....	120	16.9%	26.9%	22.3%	16.7%	25.8%
Others.....	325	39.6%	36.5%	28.6%	40.1%	36.2%
Totals.....	772					

Among the "Farmer" houses, the county handling the largest amount of grain in relation to its warehouse capacity, is Klickitat, which has a warehouse capacity of 70,000 bushels. A total of 196,680 bushels of grain were handled, or over two and one-half times the capacity, while in Whitman county, with an average capacity per station of 78,700 bushels, the average amount of grain handled through each station was 42,143 bushels, or but little more than half the average capacity per station.

Spokane county made the best showing for the "Line" houses as, with an average capacity per station of 54,345 bushels, the average amount of grain handled was 46,855 bushels, practically five-sixths of the capacity, while in Yakima county the "Line" houses, although averaging 132,500 bushels capacity to the station, handled only 1,440 bushels, which was hardly more than one per cent of the capacity. There is no doubt, however, but that a large amount of hay was handled through these houses, of which, of course, the state had no record.

Taking the state as a whole, the average capacity of each "Line" station reporting was 70,295 bushels, and the average amount of grain handled through it was 33,700 bushels, less than half the capacity. "Farmer" houses throughout the state, while having an average capacity of 74,700 bushels, handled approximately 62,320 bushels to the station, or more than four-fifths the capacity. The farmers, or their organizations, operated 120 houses at 83 points within the state. The "Line" houses number 327, operating at 195 points, while 305 other houses are operated at 197 different points. There are 314 places within the state at which a total of 752 public warehouses are operated.

TABLE 8.

Showing number of licensed public warehouses in the State of Washington by counties and giving their capacities in bulk and sacked grain.

COUNTY	No.	Bulk Capacity	No.	Sack Capacity	Total	Capacity
Adams.....	16	558,000	57	3,584,800	73	4,142,800
Asotin.....			5	734,000	5	734,000
Benton.....	16	50,000	12	715,000	13	765,000
Chelan.....			2	254,000	2	254,000
Columbia.....	6	470,000	33	2,883,000	39	3,353,000
Douglas.....	9	530,000	30	1,648,000	39	2,178,000
Franklin.....	6	87,500	28	1,325,100	34	1,412,600
Garfield.....	3	115,000	12	1,504,000	15	1,619,000
Grant.....	9	322,000	38	1,797,300	47	2,119,300
Kittitas.....			6	783,000	6	783,000
Klickitat.....	1	75,000	16	806,000	17	881,000
Lincoln.....	18	860,000	90	6,933,000	108	7,793,000
Okanogan.....	3	68,000	11	300,600	14	368,600
Spokane.....	8	333,000	42	2,360,000	51	2,693,000
Walla Walla.....	10	721,700	66	5,230,000	76	5,951,700
Whitman.....	23	943,000	190	15,364,720	213	16,307,720
Yakima.....	2	186,000	18	1,270,000	20	1,456,000
TOTALS.....	115	5,314,200	656	47,564,640	772	52,878,840

TABLE 9.—FINANCIAL STATEMENT OF GRAIN DEPARTMENT.

	RECEIPTS						
	General	Bellingham	Everett	Spokane	Seattle	Tacoma	Total
Last Report, November 1st, 1916.....	\$3,592 42	\$1,110 95	\$3,013 35	\$20,782 83	\$62,686 12	\$58,753 08	\$149,938 75
November, 1916.....	190 25		98 65	1,859 83	1,747 10	1,007 26	5,502 59
December, 1916.....	72 00		91 15	1,604 77	1,775 45	1,401 76	4,945 13
January, 1917.....	55 00		50 80	1,235 44	1,231 70	1,052 85	3,625 79
February, 1917.....	80 00		39 90	1,530 36	780 75	442 95	2,823 96
March, 1917.....	80 00		51 00	1,502 90	771 03	672 95	3,027 88
April, 1917.....	40 00		93 35	1,307 28	1,112 20	659 47	3,212 30
May, 1917.....	4 50			1,036 95	1,503 45	2,000 35	4,545 25
June, 1917.....	238 50			642 01	1,057 85	1,949 60	3,887 96
July, 1917.....	357 50			279 55	612 85	419 55	1,568 95
August, 1917.....	181 75			229 33	649 10	646 50	1,706 68
September, 1917.....	360 00			302 01	1,186 65	929 95	2,779 21
October, 1917.....	617 70			694 29	2,400 80	2,390 20	6,102 99
November, 1917.....	192 15			406 60	2,001 10	2,171 65	4,861 50
December, 1917.....	209 25			694 42	1,609 85	1,367 20	3,970 72
January, 1918.....	222 45			764 32	1,390 71	1,303 35	3,680 83
February, 1918.....	97 65			614 02	1,187 15	927 85	2,826 67
March, 1918.....	63 50			670 78	1,783 09	479 55	2,936 92
April, 1918.....	134 15			618 81	1,196 05	1,253 95	3,202 96
May, 1918.....	78 75			480 02	803 00	1,047 70	2,409 47
June, 1918.....	55 25			421 56	427 35	74 85	979 01
July, 1918.....	569 50			152 45	317 40	245 40	1,284 75
August, 1918.....	253 50			311 06	1,235 35	1,131 95	2,931 86
September, 1918.....	399 00			452 47	1,942 40	2,038 55	4,832 42
October, 1918.....	191 35			334 52	2,491 30	2,042 85	5,060 02
Total for two years.....	\$4,644 30		\$424 85	\$18,145 25	\$31,293 18	\$28,253 24	\$ 82,765 82
Total previously reported.....	3,592 42	\$1,110 95	3,013 35	20,782 83	62,686 12	58,753 08	149,938 75
GRAND TOTAL.....	\$8,236 72	\$1,110 95	\$3,438 20	\$38,928 08	\$93,979 30	\$87,011 32	\$232,704 57

TABLE 9.—FINANCIAL STATEMENT OF GRAIN DEPARTMENT.—Continued.

	DISBURSEMENTS				
		Spokane	Seattle	Tacoma	Total
Last Report, November 1st, 1916.....	\$4,000 49	\$13,451 82	\$65,590 62	\$53,050 79	\$130,093 09
November, 1916.....	84 14	100 00	1,027 96	1,021 97	4,043 02
December, 1916.....	186 70	100 00	1,725 40	1,475 55	4,186 75
January, 1917.....	90 45	76 00	1,507 75	1,394 50	3,812 83
February, 1917.....	122 80	50 00	1,323 10	1,116 90	3,323 90
March, 1917.....	332 03	40 00	1,036 61	1,157 00	3,551 85
April, 1917.....	45 56	100 00	1,108 96	909 00	2,553 45
May, 1917.....	38 90		1,103 42	1,167 55	3,050 95
June, 1917.....	39 37		1,202 00	1,703 75	3,453 80
July, 1917.....	222 75		1,232 65	1,054 04	2,537 00
August, 1917.....	50 50		942 65	1,077 54	2,501 41
September, 1917.....	80 91		1,034 18	1,019 74	2,538 46
October, 1917.....	258 80		1,315 21	1,886 51	3,453 02
November, 1917.....	104 21		1,621 22	1,731 78	3,967 87
December, 1917.....	98 79		1,236 45	1,139 15	3,016 06
January, 1918.....	29 50		1,100 87	1,000 86	2,530 57
February, 1918.....	66 26		1,036 43	1,003 42	2,724 44
March, 1918.....	72 62		1,102 30	833 46	2,578 66
April, 1918.....	57 85		1,019 25	755 95	2,340 90
May, 1918.....	68 09		946 40	1,034 06	2,544 19
June, 1918.....	63 98		899 50	793 80	2,347 71
July, 1918.....	67 77		910 75	671 96	2,232 07
August, 1918.....	52 00		923 54	459 24	2,347 90
September, 1918.....	208 13		1,247 90	1,431 50	3,308 99
October, 1918.....	74 86		1,453 12	1,453 06	3,403 24
Total for two years.....	\$2,545 87	\$13,214 26	\$63,605 00	\$27,803 11	\$ 73,634 94
Total previously reported.....	4,056 49	13,451 82	55,690 62	53,050 79	130,093 09
GRAND TOTAL.....	\$6,613 30	\$26,666 18	\$119,205 22	\$81,453 90	\$304,631 03
Excess, receipts over disbursements.....					\$233,704 57

TABLE 10.

Earnings and disbursements from April 1, 1894 to Oct. 31, 1918.

Year	Biennium Ending	Earnings	Disbursements	Surplus	Deficit
1896	October 31.....	\$8,924 06	\$15,852 90	.....	\$6,928 84
1898	October 31.....	13,233 62	10,009 24	\$3,274 88	.....
1900	September 30.....	12,858 26	25,584 27	.....	12,726 01
1902	September 30.....	31,850 50	30,140 62	1,209 88	.....
1904	September 30.....	25,586 69	33,788 24	.....	8,201 64
1906	September 30.....	26,923 44	34,412 77	.....	7,489 33
1908	September 30.....	23,467 79	40,765 02	.....	17,297 23
1910	September 30.....	35,230 80	38,185 94	.....	2,955 14
1912	September 30.....	53,431 68	66,281 01	.....	12,849 33
1913	March 31.....	28,238 33	26,624 15	1,614 18	.....
1915	March 31.....	74,604 98	81,342 77	.....	6,737 84
1917	March 31.....	90,762 00	78,624 96	12,137 04	.....
1918	March 31 to October 31.....	62,839 47	54,427 58	8,411 89	.....
Total, April 1, 1894 to October 31, 1918...		\$487,501 48	\$536,039 47	\$26,647 87	\$75,185 36
Total net deficit.....		.....	.....	\$48,537 99	.....

TABLE 11.

Table showing distribution of each dollar expended by Department. Average taken from April 1, 1917, to October 31, 1918.

82.4 cents for salaries of deputies, clerks, etc. (exclusive of Chief Inspector, 2 Chief Deputies and Chief Clerk).

1.8 cents for transportation.

1.1 cents for board and lodging.

1.0 cents for general office supplies.

1.1 cents for telephone and telegraph service.

1.2 cents for postage.

7.5 cents for rental of offices at Tacoma, Seattle and Spokane.

1.0 cents for bonds of deputies (including Chief Inspector, 2 Chief Deputies and Chief Clerk).

1.2 cents for furniture and fixtures.

1.7 cents for miscellaneous expenses other than those listed above.

100.0 total.

Note: The salaries of the chief inspector, two chief deputies and chief clerk are paid from separate funds appropriated by the legislature each biennium and are not charged as expenses against the department. A printing fund is also appropriated for printing expenses of the department.

ORDERS AFFECTING GRAIN AND HAY INSPECTION.

No. 4633.

In the Matter of Establishing Standard Grades of Grain and Adopting Rules and Regulations Governing Dockage.

June 6, 1918, the Commission entered the following

Order.

The advisability of adopting new federal standards for wheat and shelled corn in lieu of the standards adopted by this Commission August 15, 1917, and the advisability of amending the Commission's rules and regulations governing dockage, came on for hearing at Spokane, Wash., on the 17th day of May, 1918, before Chairman E. F. Blaine and Commissioners A. A. Lewis and Frank R. Spinning, E. J. Delbridge acting as official reporter. The following persons were present: P. J. Sweeney, chief grain inspector; A. M. Mecklem, chief clerk; Luke D. Crowe, United States inspector at Spokane; O. L. Spencer, United States inspector at Seattle; John C. Lawrence, representing the state grange; Senator R. C. McCrosky, from Whitman County; Mr. Warman, of Spokane; W. L. Romans, secretary of agricultural department of the Spokane Chamber of Commerce; C. M. Thompson, from Dayton; Mr. Thom, from Delmo; Mr. Whistler and Mr. Higgins, from Hartline; Mr. Tremper of the Star Grain Co., grain buyer; Mr. Jones, of Dayton; Mr. McCurtain, representing the Davenport Union Warehouse; A. M. Armstrong, of Seattle, inspector; J. Trimble, of Garfield; A. C. Whistler, of Garfield; Mr. Saunders, inspector; Mr. Walker, of Wauconda; Mr. Childs, Mr. France, and about fifty others.

The unanimous opinion of those present being that the federal standards should be adopted, however reserving criticism as to the weight of bluestem and Red Russian wheats, and it being also the unanimous opinion of those present that the state should re-adopt the former rule allowing value to dockage; the Commission being fully advised in the premises, does hereby, in lieu of the present state standards for wheat and shelled corn, adopt as state standards for such grains the standards adopted by the United States Department of Agriculture, as shown by Service and Regulatory Announcement No. 33, copy of which is hereto attached and made a part of this order. (Not here printed, to save expense.)

The Commission further adopts and promulgates the following rule:

Rule 27. When on the grading of grain it is found to contain wild oats, cockle, weed seed, or other foreign matter, requiring such grain to be cleaned, the amount of such wild oats, cockle, weed seed, or other foreign matter shall be determined as provided in Rule 5; and in case such grain is sold on an executory contract, the price and amount to be paid therefor depending upon terminal weight or grade, and such executory contract is silent as to the deduction for such foreign matter, the same shall be graded as containing the amount of wild oats, cockle, weed seed, or other foreign matter as the test has determined, and there shall be deducted from the quantity of the grain an amount in pounds equal to the weight of the foreign matter found to be contained therein, due allowance being made by the inspector for the value of the foreign matter taken from such grain.

And it is hereby ordered that such state standards and rules become effective July 15, 1918.

September 16, 1918, the following Order was entered:

Whereas, Pursuant to due and proper notice a regular meeting of the Commission was held at Spokane, May 17th, 1918, at which were present representatives of grain and hay growers and grain and hay dealers, at which meeting the following resolution was offered, duly seconded, and unanimously adopted by those present:

"That it is the sense of the delegation assembled here, that the Public Service Commission of Washington devise ways and means whereby they can provide an emergency fund out of which they may be able to pay the state officials engaged in the inspection of grain a reasonable wage for their services."

And, Whereas, At a meeting of the Commission held at Seattle, Wash., May 31st, 1918, pursuant to notice, attended by representative grain and hay growers and grain and hay dealers, the resolution adopted at the Spokane meeting was fully considered, the same being supported by practically all present;

And, Whereas, The following petition has been filed with this Commission, and the names therein contain the names of all those in opposition to said resolution as manifested at the Seattle hearing, to-wit:

Seattle, Wash., June 24, 1918.

Whereas, It has come to the knowledge of the undersigned that the state grain inspectors and weighers of this city have asked for an increase in their wages of 50 per cent, same to take effect July 1st-15th, 1918, and,

Whereas, We, the undersigned, fully realize that the greatly increased cost of living and also the fact that it is necessary to have competent men weighing and inspecting grain and hay, justifies this demand for an increase; and,

Whereas, We, the undersigned, understand that this increase in wages must be raised by a corresponding increase in weighing and inspection fees, said increase to be as follows: 2 cents per ton on bulk grain, 2 cents per ton on sacked grain, and 4 cents per ton on hay, making the new scale of fees 5 cents per ton for bulk grain, 7 cents per ton for sacked grain, and 12 cents per ton for hay; now,

Therefore, We, the undersigned, hereby petition the Public Service Commission to grant the increase in wages asked for by the inspectors and weighers and to raise the weighing and inspection fees to the scale as above noted.

HAMMOND MILLING CO.

By C. A. Peplow.

ALBERS BROS. MILLING CO.

By H. L. McIntyre.

THE CHAS. H. LILLY CO.

By A. P. Chapman.

SPOKANE GRAIN CO.

By W. M. Livengood.

GALBRAITH, BACON & CO.

By Walter Galbraith.

LEHMAN BROS. CITY MILLS, Seattle, Wash.

By M. J. Lehman.

W. F. JAHN & CO.

By H. F. Jahn.

MAGNOLIA MILLING CO.

C. R. W.

STUART FEED & FUEL CO.

By David Stuart.

CARL SIGNOR.

R. RASMUSSEN.

THE WHITE DULANY CO.

By W. S. Allen, Secretary.

ROBINSON COMMISSION CO.

By W. W. Robinson.

SEATTLE GRAIN COMPANY.

By A. W. Tidmarsh.

P. J. FRANSIOLI.

GLOBE GRAIN & MILLING CO.

By W. E. Hyde.

STEPHENS-SMITH GRAIN CO.

By G. W. Smith.

NORTHERN GRAIN & WAREHOUSE CO.

By A. E. Sutton.

RYER GRAIN COMPANY.

By F. L. Jeklin.

NOVELTY MILL CO.

By S. Wylde.

KERR GIFFORD & CO.

By G. A. Carmody.

MACDONALD, HALE & CO.

By Wm. MacDonald, President.

INTERBAY HAY & GRAIN CO.

By R. Rasmussen.

BALFOUR, GUTHRIE & CO.

By L. W. Pattulo.

FISHER FLOURING MILLS CO.

By W. S. Allen, Asst. Manager.

JOHN L. CRAIB & CO., INC.

By J. L. Craib, President.

JOHN GOURLEY CO.

By L. Rouze.

TRI-STATE TERMINAL CO.

By C. W. Nelson.

LEWISTON MILLING CO. LTD.

By _____

FRANK S. WARNER.**MILWAUKEE GRAIN ELEVATOR CO.**

By F. M. Baller, Sec.-Treas.

Tacoma Dealers.**THE PUGET SOUND FLOURING MILLS CO.**

Per Ralph B. Smith, Agent.

SPERRY FLOUR COMPANY.

By F. B. Burke.

TACOMA GRAIN CO.

By J. C. Bonham.

P. J. FRANSIOLI & CO.

By P. H. Kershaw.

COAST TRADING CO.

By Wm. Bonningham.

TACOMA FEED CO.

By W. A. Farr.

M. B. STAMBAUGH.**KEYSTONE CEREAL CO.**

By M. S. Jones, Secretary.

HILL CEREAL CO.

J. C. Hill, Manager.

J. C. Hill.

PETERSON BROS.

By John Peterson.

W. H. KENTWORTHY & SON.

E. Friedlund.

THE SOUND FEED & COMMISSION CO.

By J. E. Bender, Manager.

JOHN B. STEVENS CO.

By J. B. Stevens.

BALFOUR-GUTHRIE CO.

By J. W. Bremner.

ALBERS BROS. MILLING CO.

By A. J. Bell.

And, Whereas, This Commission believes that the grain department of the State of Washington cannot be maintained under the present scale of wages paid its employees;

And, Whereas, Several of the parties signing the petition above set forth have requested a modification of the foregoing order because of the complications and expense of keeping account of the expenditures made by the parties aforesaid and others consenting to the said order and the disposition to charge back the additional fees so collected to the growers, and have asserted their willingness to advance the additional fees called for in the foregoing order without charging the same back to the growers, relying upon the legislative assembly of the State of Washington to make an appropriation to reimburse all the parties paying such additional fees either from the general funds of the state or from funds in the grain department arising from additional fees to be permitted by an amendment of the present law in relation to the grading and weighing of grain and hay, such legislation to be recommended to the Governor by the Public Service Commission of the State of Washington;

And, Whereas, The Public Service Commission of the State of Washington did on the 26th day of July, 1918, declare that upon the request of seventy-five per cent (75%) of those assenting to the order of this Commission made on July 15, 1918, this Commission would enter an order modifying said order of the 15th day of July, 1918, in conformity with the "whereases" in said order contained, being the same "whereases" as in this order above contained, such request to be made by the interested parties affixing their signatures to a copy of Supplemental Order No. 2;

And, Whereas, The following parties have signed a copy of said Supplemental Order No. 2, namely:

Tacoma Dealers.

TACOMA FEED CO.

By W. A. Farr.

COAST TRADING CO.

F. W. Chooit, Treasurer.

JOHN B. STEVENS & CO.

J. B. Stevens.

W. H. KENWORTHY & SONS.

J. Fred Kenworthy.

ALBERS BROS. MILLING CO.

A. J. Bell.

HILL CEREAL CO.

S. E. Hill.

P. J. FRANSIOLI CO.

P. H. Kershaw.

PETERSON BROS.

By John Peterson.

THE PUGET SOUND FLOURING
MILLS CO.

By Ralph B. Smith, Agent.

TACOMA GRAIN COMPANY.

By C. E. Curran.

SPERRY FLOUR COMPANY.

By F. B. Burke.

Seattle Dealers.

MAGNOLIA MILLING CO.

C. W.

SEATTLE GRAIN COMPANY.

By A. W. Tidmarsh.

P. J. FRANSIOLI & CO.

KERR GIFFORD & CO., INC.

By G. A. Carmody.

FRANK S. WARNER.

JOHN GOURLEY CO.

John Gourley, President.

GALBRAITH, BACON & CO.

By Walter C. Galbraith.

LEHMANN BROS.

W. F. JAHN & CO.

By H. F. Jahn.

R. RASMUSSEN.

INTERBAY HAY & GRAIN CO.

By R. Rasmussen.

BALFOUR, GUTHRIE & CO.

L. C. Pattullo.

STEPHENS-SMITH GRAIN CO.

By G. W. Smith.

ALBERS BROS. MILLING CO.

By H. L. McIntyre.

RYER GRAIN COMPANY.

By A. A. Ryer.

TRI-STATE TERMINAL CO.

By C. W. Nelson.

NORTHERN GRAIN & WAREHOUSE
CO.

By A. C. Sutton, Manager.

LEWISTON MILLING CO.

By _____

GLOBE GRAIN & MILLING CO.

By F. E. Ford.

THE WHITE-DULANY CO.

Per J. A. Pease.

FISHER FLOURING MILLS CO.

J. A. Pease.

THE CHAS. H. LILLY CO.

H. P. Chapman.

MILWAUKEE GRAIN ELEVATOR
CO.

S. C. Armstrong.

MACDONALD, HALE & CO.

By Wm. J. Macdonald.

SEATTLE FLOUR MILLS.

By L. E. LaFarge.

SPOKANE GRAIN CO.

By W. M. Livingood.

Spokane Dealers.**KERR GIFFORD & CO., INC.**

By P. Benedict.

STEPHENS-SMITH GRAIN CO.

By Richard J. Stephens.

NORTHERN GRAIN & WAREHOUSE CO.

By N. A. Roberts.

BALFOUR-GREELY GRAIN CO.

By J. W. Balfour.

PALMERTON-MOORE GRAIN CO.

By J. L. Neil.

RYER GRAIN COMPANY.

By W. A. Ryer, Manager.

ALBERS BROS. MILLING CO.

By Leta O. Routh.

INLAND GRAIN & FEED CO.

Per B. A. Smith.

M. C. BLANCHARD & CO.

By D. S. Blanchard.

BALFOUR, GUTHRIE & CO.

Per W. N. Puttullo.

F. A. GRAHAM.**CENTRAL HAY & GRAIN CO.**

By F. J. Rielly.

THE SPOKANE FLOUR MILLS.

By———

FALLS CITY MILL & FEED CO.

W. W. Markham.

SPOKANE SEED CO.

By L. C. Barrett.

MILWAUKEE GRAIN ELEVATOR CO.

By L. France.

ROCKFAR FEED & FUEL.

L. E. Little.

KALISPELL FLOUR MILL CO.

H. M. Dexter.

TRI-STATE TERMINAL CO.

By R. E. Darling.

SPOKANE UNION STOCKYARDS CO.

By John H. Roberts, Secretary.

THE STARR GRAIN CO.

By E. O. Warmoth.

O'NEILL GRAIN CO.

By M. J. O'Neill.

BOYD-CONLEE COMPANY.

By H. A. Conlee.

THE PORTLAND FLOURING MILLS CO.

R. A. Torey.

CENTENNIAL MILL CO.

By———

PACIFIC GRAIN COMPANY.

R. W. Wallace.

GLEN TANA DAIRY.

By Thos. S. Griffith.

Now, Therefore, It Is Ordered, That for all grain and hay weighed and inspected for the foregoing parties last mentioned and such others who may consent thereto, the following scale of fees shall be charged and collected: 5 cents per ton for bulk grain, 7 cents per ton for sacked grain, 12 cents per ton for hay; that none of the fees so collected, in so far as the same shall exceed the statutory fees for like service, shall be charged back to the growers, but all fees collected in excess of the statutory fees shall be paid over and used in the manner provided in the original order in No. 4633.

FORMAL CASES PENDING.

Following is a list of all formal cases which have been instituted before the Commission and which had not been finally determined November 30, 1918:

No. 1678. Wenatchee Commercial Club v. Great Northern Railway Company et al. Discrimination.

No. 1741. B. Weiman v. Telephone Company. Rates.

No. 1756. Public Service Commission v. Puget Sound Electric Company. Grade crossing.

No. 1774. Public Service Commission v. Whitman County et al. Grade crossing.

No. 1775. Public Service Commission v. Whitman County et al. Grade crossing.

No. 1807. Richmond Beach Telephone Company. Valuation.

No. 1808. Seattle, Renton & Southern Railway Company. Valuation.

No. 1843. Pacific County v. Puget Sound & Willapa Harbor. Grade crossing.

No. 1862. Public Service Commission v. Pacific Power & Light Company. Rates.

No. 1878. Puget Sound Traction, Light & Power Company. Valuation.

No. 1941. Accident on Northern Pacific Railway and C. M. & St. Paul Ry. at Rainier.

No. 1966. Morton v. Tacoma Eastern Railway Company. Grade crossing.

No. 1979. Ferry County v. Great Northern Railway Company. Grade crossing.

No. 4137. Public Service Commission v. Northern Pacific Railway Company. Dangerous crossing.

No. 4155. Pacific Electric Company v. Grays Harbor Railway & Light Company. Rules, etc.

No. 4340. Anacortes v. Water Company. Rates.

No. 4418. King County v. Chicago, Milwaukee & St. Paul Railway Company, et al. Grade crossing.

No. 4430. Crystal Laundry Company v. Home Telephone Company. Rates.

No. 4513. Accident on Northern Pacific Railway at Seattle.

No. 4517. Walla Walla County v. Oregon-Washington Railroad & Navigation Company. Grade crossing.

No. 4519. Walla Walla County v. Oregon-Washington Railroad & Navigation Company. Grade crossing.

No. 4551. Electric Logging Company v. Tacoma Eastern Railroad. Refund.

No. 4578. Centralia Commercial Club v. Northern Pacific Railway et al. Physical connection.

No. 4607. Republic v. Curlew Mining Company. Service.

No. 4640. Accident on Tacoma Railway & Power Company.

No. 4644. Nestos Timber Company v. Northern Pacific Railway. Refund.

No. 4646. Whitman County v. Oregon-Washington Railroad & Navigation Company. Grade crossing.

- No. 4651. Pierce County v. Northern Pacific Railway. Grade crossing.
- No. 4654. Williams v. Pacific States Telephone Company. Rates.
- No. 4665. Aberdeen v. North Pacific Public Service Co. Rates.
- No. 4666. Accident on Northern Pacific Railway.
- No. 4667. State Highway Commission v. Oregon-Washington Railroad & Navigation Company. Grade crossing.
- No. 4673. Citizens Club (Chehalis) v. Northern Pacific Railway et al. Joint rates.
- No. 4687. Cheadle & Clifford v. Port Blakely Mill Company. Service.
- No. 4698. Florence Rae Company v. Northwestern Telephone Company. Discrimination.
- No. 4700. Byrd v. Washington Water Power Company. Abandonment street car service.
- No. 4703. Accident on Chicago, Milwaukee & St. Paul Railway at Carnation, September 20th, 1918.
- No. 4704. Accident on Seattle, Portland & Spokane Railway at Hover, September 17th, 1918.
- No. 4708. Public Service Commission v. Orchard Beach Improvement Company. Service at wharf.
- No. 4709. Elmendorf et al. v. Washington Water Power Company. Abandonment street car service.
- No. 4713. R. E. Dyar v. Spokane & Inland Empire Railway. Rates.
- No. 4714. Wright v. Daniel Murray. Wharf rates.
- No. 4715. Snohomish v. Pacific States Telephone Company. Rates.
- No. 4716. Klickitat County v. Seattle, Portland & Spokane Railway. Grade crossing.
- No. 4717. Riverton v. Riverton Water Company. Service.
- No. 4718. Public Service Commission v. Washington Power, Light and Water Power Company. Service.
- No. 4723. Brouillet v. Liberty Bay Transportation Company. Service.
- No. 4726. Seattle Grain Company v. Port of Seattle. Rates.
- No. 4727. Public Service Commission v. North Coast Power Company. Street car rates.
- No. 4729. Accident on Seattle, Port Angeles & Western at Hilda, October 22nd, 1918.
- No. 4731. Bellingham v. Fairhaven City Water & Power Company. Rates.
- No. 4733. Accident on Seattle, Portland & Spokane Railway at Ballbridge, September 20th, 1918.
- No. 4735. King County v. Pacific Coast Railroad Company. Overcrossing.
- No. 4736. Accident on Chicago, Milwaukee & St. Paul Railway at Carter Creek, October 29th, 1918.
- No. 4738. Ostrander v. Washington Water Power Company. Abandonment street car service.
- No. 4739. Spokane v. Washington Water Power Company. Minimum rate.
- No. 4740. Spokane v. Spokane Heat, Light & Power Company. Minimum rate.
- No. 4741. Public Service Commission v. Seattle Lighting Company. Rates.
- No. 4742. State Highway Commissioner v. Tacoma & Eastern. Grade crossing.

No. 4743. Schafer Bros. v. Mason County. Grade crossing.

No. 4744. A. W. Engle v. Washington Route. Service.

No. 4745. M. R. Wood v. Puget Sound Traction, Light & Power Company.
Service.

No. 4746. Accident on Puget Sound Traction, Light & Power Company at
Seattle, November 22nd, 1918.

No. 4747. Seattle v. Pacific Telephone & Telegraph Company. Rates.

No. 4748. People v. Riverton Water Company. Rates.

INFORMAL COMPLAINTS AND THEIR DISPOSITION.

When complaints are received against public service utilities where it seems possible by correspondence to settle the cause of complaint promptly, and at the same time save the expense of a formal hearing, these complaints are entered as "Informal Complaints."

During the year covered by this report there were 418 such informal complaints brought to the attention of the Commission, being those numbered from 2991 to 3419, inclusive.

Below will be found, in condensed form, a statement showing disposition of those cases that were pending December 1, 1916, the date of the last prior report (being cases numbered up to 2990), and a list of the new informal complaints filed the past year and their present status:

No. 1244. P. W. Lawrence (Wenatchee) v. Great Northern Railway Company. Scales. Closed.

No. 1940. W. W. Clark (Oroville) v. Great Northern Railway Company. Fencing. Closed.

No. 2370. Town of Cosmopolis v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2407. C. S. Stone (Hamilton) v. Great Northern Railway Company. Lighting station. Pending.

No. 2432. Miller Bros. Post & Lumber Company (Seattle) v. Great Northern Railway Company. Overcharge. Closed.

No. 2470. D. O. Tranberger (Corfu) v. Chicago, Milwaukee & St. Paul Railway. Overcharge. Closed.

No. 2473. In re Block Signals on Spokane, Portland & Seattle Railway. Pending.

No. 2480. Mrs. E. J. Harsell (Tenino) v. Northwest Electric and Water Works. Service. Closed.

No. 2501. Nestos Timber Company (Bellingham) v. Bellingham & Northern Railway. Overcharge on scrap. Closed.

No. 2507. Citizens of Waukon v. Great Northern Railway Company. Agent. Closed.

No. 2513. Electrical Workers (Spokane) v. Spokane & Inland Empire Railroad Company. Violation electrical code. Closed.

No. 2514. Commission v. Tumwater Light & Power Company. Violation electrical code. Closed.

No. 2531. Pacific Coast Shippers' Association (Seattle) v. Northern Pacific Railway Company. Overcharge. Closed.

No. 2549. Commission v. Willapa Power Company. Violation electrical code. Violation corrected. Closed.

No. 2550. Commission v. Oregon-Washington Railroad & Navigation Company. Violation electrical code. Violation corrected. Closed.

No. 2551. Commission v. Willapa Harbor Electric Company. Violation electrical code. Closed.

No. 2574. L. W. McKinsey (Starbuck) v. Starbuck Electric Light Company. Rates. Closed.

- No. 2575. Walla Walla Commercial Club (Walla Walla) v. Pacific Telephone & Telegraph Company. Rates. Closed.
- No. 2585. Gas and water rules. Pending.
- No. 2586. Electric company rules. Pending.
- No. 2587. Demurrage rules. Pending.
- No. 2610. O. C. Palmatier (Crosby) v. Puget Sound Navigation Company. Overcharge. Closed.
- No. 2611. Walter McMurphy (Vader) v. Little Falls Water Company. Service. Closed.
- No. 2612. Pittock & Leadbetter Lumber Company (Vancouver) v. North Coast Power Company. Service. Closed.
- No. 2613. Forrest H. Swete (North Yakima) v. Telephone Companies. Lack of service. Closed.
- No. 2614. Arlington Farmers' Association (Arlington) v. Northern Pacific. Spur track. Closed.
- No. 2615. American Audit Company (Spokane) v. Great Northern Railway Company. Overcharge on bottles. Closed.
- No. 2618. Roslyn Commercial Club (Roslyn) v. All Express Companies. Free delivery. Closed.
- No. 2619. Roslyn Commercial Club (Roslyn) v. Northern Pacific Railway. Discrimination. Closed.
- No. 2623. Citizens Palmer Siding v. Great Northern Railway Company. Train stop. Closed.
- No. 2624. Residents of Kittitas v. Chicago, Milwaukee & St. Paul Railway. Car shortage. Closed.
- No. 2625. L. W. Lewis (Edmonds) v. Great Northern Railway Company. Car shortage. Closed.
- No. 2627. J. P. Lundberg (Vancouver) v. Pacific Telephone & Telegraph Company. Service. Closed.
- No. 2632. Inland Meat Company (Wenatchee) v. Great Northern Railway. Overcharge. Closed.
- No. 2633. Commission v. Express Companies. Extension free delivery. Closed. Extension secured.
- No. 2638. Puget Sound & Baker River Railway Company (Mt. Vernon) v. Northern Pacific Railway. Switching. Closed.
- No. 2639. D. P. Putnam (Winslow) v. Winslow Grange Improvement Company. Warehouse service. Closed.
- No. 2642. D. W. Potter et al. (Govan) v. Great Northern Railway. Station agent. Closed.
- No. 2645. Scandinavian-American Bank (Tacoma) v. Pacific Telephone & Telegraph Company. Rates. Closed.
- No. 2647. J. B. Gillespie (Hoquiam) v. Hoquiam Water Company. Water rates. Closed.
- No. 2648. Chas. B. Johnson (Elk) v. Great Northern Railway. Car shortage. Closed.
- No. 2649. Thomas Roady (Outlook) v. Outlook Telephone Company. Rates. Closed.
- No. 2650. E. H. Lester (Montesano) v. Northern Pacific Railway Company. Service. Closed.

No. 2653. H. L. Jacobs (Everett) v. Chicago, Milwaukee & St. Paul Railway Company. Condition of depot. Closed.

No. 2655. Earle & Steinert (Seattle) v. Pacific Telephone & Telegraph Company. Overcharge. Closed.

No. 2661. Citizens of Keystone v. Northern Pacific Railway Company. Service. Closed.

No. 2667. V. Monnier (San Francisco) v. Northern Pacific Railway Company. Service. Closed.

No. 2668. John F. Stack (Walla Walla) v. Pacific Power & Light Company. Overcharge. Closed.

No. 2671. W. W. Hopkins (Olympia) v. Great Northern Railway Company. Overcharge. Closed.

No. 2675. Mt. Vernon Rural Telephone Company (Mt. Vernon) v. Puget Sound Telephone Company. Connection. Closed.

No. 2676. W. H. Paulhamus (Puyallup) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2677. A. G. Neilson (Everett) v. Puget Sound International Railway & Power Company. Refusal to return deposit. Closed.

No. 2679. J. Jacobson (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2681. W. H. Butchart (Seattle) v. Seattle Lighting Company. Delinquent penalty. Closed.

No. 2682. Mrs. Wm. Blautraw (Yakima) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2684. C. A. Bromfield (Tenino) v. Northern Pacific Railway Company. Stop near Yelm road. Closed.

No. 2686. Red Cedar Company (Anacortes) v. Washington Power, Light & Water Company. Water rates. Closed.

No. 2689. In re Jitneys. Closed. Investigation made.

No. 2691. Farmer line rates. Closed. Investigation made.

No. 2693. Keithly Fuel Company (Everett) v. Great Northern and Northern Pacific Railways. Shortage of cars. Closed.

No. 2697. Inland Co-operative Association (Pulman) v. Albion Line. Request to discontinue. Closed.

No. 2698. School Board (Seattle) v. Pacific Telephone & Telegraph Company. Special telephone rates. Closed.

No. 2699. School District (Vancouver) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2700. A. J. G. Olson (Sumas) v. Sumas Electric Company. Overcharge. Closed.

No. 2702. Douglas Fir Lumber Company (Tacoma) v. Northern Pacific Railway Company. Switching rate. Closed.

No. 2704. Fred Fuhrman (Cheney) v. Malloy Prairie Telephone Company. Service. Closed.

No. 2705. Kahlotus Grain & Supply Company (Kahlotus) v. Oregon-Washington Railroad & Navigation Company and Spokane, Portland & Seattle Railway. Joint switching. Closed.

No. 2709. Grant DeBord (Wenatchee) v. Great Northern Railway Company. Coal shortage. Closed.

No. 2710. Hans Petersen (Bellingham) v. Silver Lake Telephone Company. Service. Closed.

No. 2712. C. S. Hilts (Morton) v. Tacoma & Eastern Railroad. Discontinuance of trains. Closed.

No. 2714. Commission v. Railroads. Violation full crew law. Closed.

No. 2716. Farmers Telephone Company (Pasco) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2717. Commission v. Railways. Use of snow flanges. Closed.

No. 2718. Commission v. Great Northern Railway. Violation full crew law. Closed.

No. 2719. International Brotherhood of Electrical Workers v. Farmer Lines. Violation electrical code. Violation corrected.

No. 2720. Andrew Larson (Pasco) v. Northern Pacific Railway. Backing engines. Closed.

No. 2721. Western Retail Lumbermen's Association (Spokane) v. Northern Pacific, Great Northern, and Chicago, Milwaukee & St. Paul. Coal weights. Closed.

No. 2723. John A. Nelson (Arlington) v. Northern Pacific Railway. Facilities. Closed.

No. 2724. Garden City Grange (Snohomish) v. Puget Sound Telephone Company. Rates. Pending.

No. 2725. Howard S. Wright (Everett) v. Everett Railway, Light & Water Company. Rates. Closed.

No. 2726. Shrauger & Henderson (Mt. Vernon) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2727. Milwaukee Grain Elevator Company (Seattle) v. Railways. Switching facilities. Pending.

No. 2728. Seabury Merritt (Spokane) v. Oregon-Washington Railroad & Navigation Company and Spokane & Inland Empire Railway. Mileage pulled, Colfax to Spokane. Closed.

No. 2729. J. F. Lome (Almira) v. Pacific Telephone & Telegraph Company. Closed.

No. 2730. Harry Van Horn (Richland) v. Kenewick Telephone Company. Service. Closed.

No. 2732. W. Deatherage (Tracyton) v. Washington Route. Restricted sale of commutation tickets. Closed.

No. 2733. E. H. Connor (Monse) v. Monse Ferry. Operating without filing tariff. Closed. Tariff filed.

No. 2735. J. M. Hoff (Vancouver) v. Northern Pacific Railway Company. Facilities at Knapps Siding. Pending.

No. 2736. Commission v. L. G. Conrad (Sultan). Filing of tariffs. Closed.

No. 2737. Frank Fogel (Kelso) v. North Coast Power Company. Service. Closed.

No. 2738. F. Benz et al. (Toppenish) v. Northern Pacific Railway Company. Stove shortage in potato cars. Closed.

No. 2741. P. W. Lawrence (Wenatchee) v. Great Northern Railway Company. Underweight on coal shipment. Closed.

No. 2742. Commission v. Railways. Removal of trees from dangerous proximity of tracks. Closed. Trees removed.

No. 2743. Sherman Precinct Good Roads Association v. B. C. Camp. Condition of ferry. Closed.

No. 2745. Orton F. Gilbert (Seattle) v. Chicago, Milwaukee & St. Paul Railway. Overcharge. Closed.

No. 2746. City of Bellingham v. Pacific Telephone & Telegraph Company. Fire calls. Closed.

No. 2748. E. T. Palmer (Olympia) v. Pacific Telephone & Telegraph Company. Discount for cash. Closed.

No. 2751. Ham Williamson (Ilwaco) v. Oregon-Washington Railroad & Navigation Company. Overcharge on piling. Closed.

No. 2752. Charles H. Lilly & Co. (Seattle) v. Great Northern Express Company. Service. Pending.

No. 2757. Omak Fruit Growers' Association v. Great Northern Railway. Fruit rates on Oroville branch. Closed.

No. 2759. J. W. Morris (Medical Lake) v. Eugene Enloe. Power rates. Closed.

No. 2760. J. H. Templeton (Seattle) v. Pacific Telephone & Telegraph Company. Increased rates at Bellevue and Median. Closed.

No. 2761. Cusick Commercial Club (Cusick) v. Water Company. Service. Closed.

No. 2762. W. Butler (Skanamla) v. Spokane, Portland & Seattle Railway. Station facilities. Closed.

No. 2763. Polson Logging Company (Hoquiam) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2764. A. Wessels (Monse) v. Northern Pacific Railway Company. Overcharge on emigrant car. Closed.

No. 2765. Eureka Cedar Lumber & Shingle Company and Posey Manufacturing Company (Hoquiam) v. Express Companies. Free delivery limits. Closed.

No. 2767. E. E. Mayer (Spokane) v. Lamona Warehouse Company. Shortage of grain. Closed.

No. 2768. John G. Johnston (Everett) v. Spokane & Inland. Preferred rights. Closed.

No. 2769. Snohomish Commercial Club (Snohomish) v. Great Northern Railway Company. Service in depot. Closed.

No. 2770. City of Northport v. C. S. Slawson. Service. Closed.

No. 2771. H. T. Negaard (White Salmon) v. Oregon-Washington Telephone Company. Service. Closed.

No. 2772. Commission v. Railways. Fender on electric switch engine. Closed.

No. 2776. Robert H. Browne (Washtucna) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2777. Seevers-Norman Company (Port Angeles) v. Seattle, Port Angeles & Western Railway. Overcharge. Closed.

No. 2778. Commercial Club of Kent v. Northern Pacific and Chicago, Milwaukee & St. Paul. Delay in unloading cars. Closed.

No. 2779. J. T. Steeb & Co. (Tacoma) v. Pacific Telephone & Telegraph Company. Service. Closed.

No. 2781. Frank Groundwater (Elma) v. Northwest Electric and Water Works. Rates. Closed.

No. 2782. Commission v. Oregon-Washington Railroad & Navigation Company. Violation headlight law. Closed.

No. 2783. Walter A. Keene (Seattle) v. Kitsap County Transportation Company. Service. Closed.

No. 2784. Sweet Candy Company (Salt Lake City) v. Oregon-Washington Railroad & Navigation Company. Equipment. Closed.

No. 2786. Sultan Railway & Timber Company (Everett) v. Northern Pacific Railway Company. Demurrage. Closed.

No. 2787. Northern Board & Paper Mills (San Francisco) v. Oregon-Washington Railroad & Navigation Company. Absorption of switching charge. Closed.

No. 2788. G. E. Conn (Tumwater) v. Northern Pacific Railway Company. Reloading charge. Pending.

No. 2790. Commission v. Skagit Valley Phone Company (Burlington). Violation election code. Closed. Violation corrected.

No. 2791. Commission v. Washington Coast Utilities Company (Stanwood). Violation electric code. Closed. Violation corrected.

No. 2794. Kent & Burke (Genoa, Neb.) v. Western Union. Service. Closed.

No. 2795. C. R. Wallace (LaConner) v. LaConner Water Company. Service. Closed.

No. 2796. E. A. Philbrick (Hoquiam) v. Railways. Switching. Closed.

No. 2797. A. C. Seldell & Son (Sedro Woolley) v. Skagit Improvement Company. Service. Closed.

No. 2798. Commission v. Railways. Rules on clearances. Pending.

No. 2799. W. E. Moore (Salt Lake City) v. Oregon-Washington Railroad & Navigation Company. Equipment. Closed.

No. 2800. J. M. Haley (Husum) v. Oregon & Washington Telephone. Service. Closed.

No. 2802. Brotherhood of Railway Trainmen v. Railways. Clearances. Pending.

No. 2804. J. B. Schweiger (LaCrosse) v. Oregon-Washington Railroad & Navigation Company. Overcharge on grain bags. Closed.

No. 2807. H. R. George (Seattle) v. Puget Sound Traction, Light & Power Company. Service. Closed.

No. 2808. A. S. Goss (Kennewick) v. Pacific Power & Light Company. Service. Closed.

No. 2809. A. E. Lundeen (Rochester) v. Oregon-Washington Railroad & Navigation Company and Chicago, Milwaukee & St. Paul Railway. Facilities for shipping at Helsing Junction. Closed.

No. 2810. J. W. Graham (Tonasket) v. Bonaparte Land Company. Water service. Closed.

No. 2811. Erickson & Densow (Withrow) v. Great Northern Railway Company. Car shortage. Closed.

No. 2815. A. H. Kersey (Camas) v. Camas Telephone Company. Service. Closed.

No. 2816. Labor investigation. Closed.

No. 2817. W. F. McCracken (Anacortes) v. Washington Power, Light & Water Company. Deposit. Closed.

No. 2819. Town of Pacific v. Puget Sound Traction, Light & Power Company. Lights. Closed.

No. 2820. J. S. Bushnell (Pilchuck) v. Northern Pacific Railway Company. Station road. Closed.

No. 2824. J. F. Cress et al. (Seattle) v. Seattle Lighting Company. Gas main extension. Closed.

No. 2825. Commission v. Ridgefield, Sara & Vancouver Farmers' Union Telegraph Company. Violation electric code. Violation corrected.

No. 2826. Commission v. Bartley & McClellan Shingle Company (Ridgefield). Violation electric code. Pending.

No. 2827. Alfrew W. Dyer (Seattle) v. Lorenz Bros. Steamer stops. Closed.

No. 2828. Eagle Harbor Transportation Company and Kitsap Transportation Company v. H. N. Jasper. Violation tariff rates. Closed.

No. 2833. Boyd-Conlee Company (Spokane) v. Great Northern Railway Company. Overcharge on wheat shipment. Closed.

No. 2834. Mrs. Minnie LaForge (Anacortes) v. Washington Power, Light & Water Company. Service. Closed.

No. 2835. Elbert Chandler (Burbank) v. Burbank Company. Increased rates. Closed.

No. 2836. Seattle Grain Company (Seattle) v. Railways. Shortage on wheat shipments. Closed.

No. 2838. A. H. Fischer (Seattle) v. Puget Sound Traction, Light & Power Company. Operation of cars. Closed.

No. 2840. Commission v. Railways. Loading cars to capacity. Closed.

No. 2841. Mrs. Lewis A. Smith (Anacortes) v. Washington Power, Light & Water Company. Overcharge. Closed.

No. 2842. National Cash Register Company (Seattle) v. The Bremerton Light Company. Overcharge. Closed.

No. 2847. Henry M. Powell et al. (Seattle) v. Pacific Northwest Traction Company. Location of Foy Station. Closed.

No. 2848. Bilrowe-Alloys Company (Tacoma) v. Great Northern Railway Company. Overcharge on manganese. Closed.

No. 2850. Frank Randolph (Klickitat) v. Klickitat Northern Railway Company. Long hours. Closed.

No. 2851. D. S. Norris (Lyle) v. L. H. Lawson, Receiver. Water service. Closed.

No. 2854. S. & N. A. Marx (Chico) v. Pacific Telephone & Telegraph Company. Rates. Closed.

No. 2857. F. W. Moore (Bremerton) v. Pacific Telephone & Telegraph Company. Inefficient service. Closed.

No. 2858. G. H. Mottinger (Mottinger) v. Railways. Livestock transportation. Closed.

No. 2859. H. H. Matteson (Olga) v. George W. Lewis. Dangerous wharf. Closed.

No. 2860. M. S. Weeks (White Bluffs) v. Pacific Power & Light Company. Renewal of contract. Closed.

No. 2861. Fred Bergen (South Bend) v. South Bend Water Company. Rates. Closed.

No. 2862. C. Hanford (Seattle) v. Wells Fargo Express Company. Express facilities at Beverly. Closed.

No. 2864. W. H. Strange (Almota) and S. E. Swift (Penawawa) v. Central Ferry. Violating tariff. Closed.

No. 2865. Harrison Bros. (Tacoma) v. Tacoma & Eastern Railway. Overcharge on cordwood shipments. Closed.

No. 2866. Mrs. Lillian Marvin (Anacortes) v. Washington Power, Light & Water Company. Service. Closed.

No. 2867. Sperry Flour Company (Tacoma) v. Northern Pacific Railway Company. Overcharge on milling-in-transit rate. Closed.

No. 2868. Alaska Junk Company (Seattle) v. Great Northern Railway Company. Rate on empty cement sacks. Closed.

No. 2869. Hill Crest Lumber Company (Tacoma) v. Chicago, Milwaukee & St. Paul Railway Company. Overcharge on shipment of lumber. Closed.

No. 2871. Northwestern Junk Company (Seattle) v. Great Northern Railway Company. Excessive switching charge. Closed.

No. 2872. W. P. Myers (Opportunity) v. Spokane & Inland Empire Railway Company. Station facilities. Closed.

No. 2873. J. H. Bloedel (Seattle) v. Northwest Telephone Company. Service. Closed.

No. 2875. Hedlund Box & Shingle Company (Spokane) v. Chicago, Milwaukee & St. Paul Railway Company. Basis for charging freight on cordwood. Closed.

No. 2877. A. T. Russell (Seattle) v. Seattle Lighting Company. Installation charge. Closed.

No. 2878. Roslyn-Cascade Coal Company (Roslyn) v. Railways. Coal rates. Closed.

No. 2879. C. P. Hunt (Bossburg) v. Great Northern Railway Company. Spur at Evans. Closed.

No. 2880. Commission v. Great Northern Railway Company. Station protection at Leavenworth. Closed. Conditions remedied.

No. 2881. Commission v. Northwest Improvement Company (Roslyn). Violation electrical code. Closed. Violation corrected.

No. 2884. Mrs. C. C. McKay (Vancouver) v. North Coast Power Company. Closed. Adjusted.

No. 2885. Horace J. Walker (Bryn Mawr) v. Seattle & Rainier Valley Railway. Fares. Closed. Tariff rate charged.

No. 2886. Far West Clay Company (Tacoma) v. Chicago, Milwaukee & St. Paul Railway. Overcharge claim. Closed.

No. 2887. Mrs. R. L. Woodman et al. (Seattle) v. Seattle Lighting Company. Gas service extension. Closed.

No. 2888. Attalia Valley Grange (Attalia) v. Oregon-Washington Railroad & Navigation Company. Station at Attalia. Closed. Station kept open.

No. 2889. Blackman Orchard Co. (Brewster) v. Great Northern Railway Company. Lease for warehouse purposes. Closed.

No. 2890. Inland Cider & Vinegar Works (Spokane) v. Great Northern Railway Company. Excessive rate on cull apples. Closed.

No. 2893. Baker-Langdon Orchard Company (Walla Walla) v. Pacific Telephone & Telegraph Company. Service. Closed. Service satisfactory.

No. 2894. Seattle Postoffice v. Pacific Telephone & Telegraph Company. Service. Adjusted.

No. 2895. H. M. Anderson (Palouse) v. Idaho & Montana Railway. Rebate on ticket to Palouse. Closed.

No. 2896. Northern Pacific Railway Company v. Grant County Power & Light Company (Coulee City). Violation overhead construction. Closed. Violation corrected.

No. 2897. Mrs. J. B. Humphrey et al. (White Salmon) v. White Salmon Water Company. Water shortage. Closed.

No. 2898. Chas. H. Steffen (Seattle) v. Riverton Water Company. Impure water. Pending.

No. 2899. Merritt Realty Company (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed. Complainant satisfied.

No. 2900. Eli P. Morton (Tacoma) v. Tacoma Gas Company. Installing service at contracted price. Closed.

No. 2901. Tolt Commercial Club v. Northern Pacific and Chicago, Milwaukee & St. Paul Railway. Side track at Tolt. Closed. Adjusted.

No. 2902. Harry Ward (Port Orchard) v. North Pacific Public Service Company. Excessive charge. Closed.

No. 2903. C. R. McMillin (Seattle) v. Des Moines Rural Telephone Company. Installation and disconnection. Closed.

No. 2904. Farmers Telephone Company (St. John) v. Pacific Telephone & Telegraph Company. Long distance connection. Closed. Satisfactorily adjusted.

No. 2905. Citizens of Tonasket v. Bonaparte Land Company. Insufficient water. Closed. Satisfactorily adjusted.

No. 2906. Wm. Potter (Battle Ground) v. Northern Pacific Railway Company. Damage to shipment of household goods. Closed. Claim settled.

No. 2907. Mrs. W. H. Kasch (Anacortes) v. Inter-Island Navigation Company. Financial mismanagement. Closed. Data supplied.

No. 2910. Thompson Fruit Company (North Yakima) v. Valley Telephone Company. Toll service. Closed.

No. 2911. Commission v. Express Companies. Closing freight stations at 4:30 p. m. Closed.

No. 2912. Residents of Browns Addition (Camas) v. Camas Water Company. Service. Closed. Complainants satisfied.

No. 2913. Commission v. Washington Water Power Company. Violation electric code at Palouse. Closed. Violation corrected.

No. 2914. British Columbia Copper Company v. Great Northern Railway Company. Overcharge on coke. Closed. No jurisdiction.

No. 2916. M. J. Roberts (Roza) v. Northern Pacific Railway Company. Train service at Roza. Closed.

No. 2917. Winlock Home Telephone Company v. Winlock Water Company. Rates to sub-tenant. Closed. Tariff rates charged.

No. 2918. Charles F. Wright (Portland) v. Lyle Telephone Company. Service. Closed.

No. 2919. Council of Ilwaco v. North Shore Light & Power Company. Excessive and unjust charges. Pending.

No. 2920. City of Auburn v. Northern Pacific Railway Company. Track service for manufacturing plants. Closed.

No. 2921. H. Krogh (Tacoma) v. Steamer "Vashon." Freight overcharge. Closed.

No. 2924. Fred Robinson (North Yakima) v. Pacific Telephone & Telegraph Company. Failure to furnish service. Closed. Service furnished.

No. 2925. Echo Valley & Colville Telephone Company (Colville) v. Pacific Telephone & Telegraph Company. Toll rate collection. Closed.

No. 2926. R. I. Brown (Tacoma) v. Pacific Telephone & Telegraph Company. Reconnecting charge refund. Closed. Tariff rates charged.

No. 2927. Commission v. West Crescent and Farmers Co-operative Telephone Company (Reardan). Violation electric code. Violation corrected.

No. 2928. Commission v. Davenport Telephone Company (Davenport). Violation electric code. Closed. Violation corrected.

No. 2929. Commission v. Hite Telephone Company (Hite). Violation electric code. Closed. Violation corrected.

No. 2930. Commission v. Washington Water Power Company (Spokane). Violation electric code at Reardan. Closed. Violation corrected.

No. 2931. Commission v. Washington Water Power Company (Spokane). Violation electric code at Harrington. Closed. Violation corrected.

No. 2932. D. A. Gillette (North Yakima) v. Woodhouse Telephone Company. Increased rates. Transferred to F. H. 4577.

No. 2934. Mrs. E. T. Guffin (Warden) v. Hicksville, Wheeler Telephone Company. Service. Closed.

No. 2935. V. H. Wilson (Tumwater) v. Tumwater Power & Water Company. Water extension. Closed.

No. 2936. A. P. McGuinness (Everett) v. Everett Railway, Light & Power Company. Discount. Closed. Ruling made.

No. 2937. W. F. DeLong (Wallula) v. Oregon-Washington Railroad & Navigation Company. Dangerous crossing. Closed. Conditions remedied.

No. 2943. D. M. Ferguson (Miles City, Mont.) v. Great Northern Railway Company. Closed.

No. 2945. Residents of Union Pacific Addition (Aberdeen) v. Grays Harbor Railway, Light & Power Company. Service. Closed.

No. 2946. Medical Lake Telephone Company (Medical Lake) v. Washington Water Power Company. Violation electric code. Closed. Conditions remedied.

No. 2947. G. R. Spoonemore (Oroville) v. Great Northern Railway Company. Fencing right-of-way. Closed. Fence ordered.

No. 2948. City of Stevenson v. Great Northern Railway Company. Train service. Closed.

No. 2951. A. Polson (Olympia) v. Puget Sound Navigation Company. Overcharge. Closed.

No. 2952. J. A. Morris (Buckley) v. Puget Sound Traction, Light & Power Company. Extension of service. Closed.

No. 2953. Jerry Paolergio (Goshen) v. Puget Sound Traction, Light & Power Company. Power for motor pump. Closed. Information given.

No. 2955. Charles H. Lilly Company (Seattle) v. Northern Pacific Railway Company. Insufficient service Kittitas district. Closed.

No. 2956. Investigation of death of unknown Japanese, October 29, 1917. Closed. Investigated.

No. 2957. Star Machinery Company (Seattle) v. Great Northern Railway Company. Spur track. Closed. Agreement executed.

No. 2958. J. B. Duncan (Vancouver) v. North Coast Power Company. Penalty charges. Closed.

No. 2960. North Pacific Lumber Company (Seattle) v. Northern Pacific and Hartford Eastern. Excessive rates on logs. Closed.

No. 2961. C. V. Rankin (Port Ludlow) v. Northern Pacific Railway Company. Overcharge on shipment of household goods from Roosevelt to Port Ludlow. Closed. Satisfactorily adjusted.

No. 2962. Dr. Frederick Cook (Seattle) v. Northern Pacific Railway Company. Overcharge on shipment of lumber from Ballard to Snohomish Logging Company spur. Closed.

No. 2963. Miss Myrtle Boone (Olympia) v. Northern Pacific Railway Company. Lost baggage. Closed. Baggage recovered.

No. 2965. Fred Forbes (Grandview) v. Oregon-Washington Railroad & Navigation Company. Cars for apple crop. Closed. Investigated.

No. 2966. Mrs. Paul Balletti (Tenino) v. North Coast Power Company. Light service. Closed. Service furnished.

No. 2967. L. Stubblefield (Fruitland) v. Cedar Canyon Telephone Company. Service. Closed.

No. 2968. F. H. Thomas (Seattle) v. Seattle Lighting Company. Exorbitant penalty. Closed. Penalty covered by company's tariff.

No. 2969. Mrs. Oswald Maurer (Port Orchard) v. Pacific Telephone & Telegraph Company. Extension of service. Closed.

No. 2970. A. W. McCoy (Puyallup) v. Northern Pacific Railway. Delay in shipments. Closed. Investigated.

No. 2971. Mrs. Alice Vance Robinson (Seattle) v. Pacific Telephone & Telegraph Company. Closed. Adjusted.

No. 2973. J. Canby Morgan (Portland) v. Spokane, Portland & Seattle Railway. Spur at Cape Horn. Closed.

No. 2974. Citizens of Hoquiam v. Pacific Telephone & Telegraph Company. Service. Closed. Service restored.

No. 2975. Investigation death of unknown man, November 8, 1917. Closed. Investigated.

No. 2977. Investigation death of Pauline Bishop, November 9, 1917, Burlington station. Closed. Investigated.

No. 2978. Potlatch Lumber Company (Potlatch, Idaho) v. Northern Pacific Railway Company. Rates from Palouse to Spokane. Closed.

No. 2979. W. M. Round (Long Beach) v. Ilwaco Telephone & Telegraph Company. Toll charge. Closed. Information given.

No. 2980. Citizens of Cheney v. Cheney Light & Power Company. Increased phone rates. Closed. Lack of prosecution.

No. 2981. U. D. McSherry (Kennewick) v. Oregon-Washington Railroad & Navigation Company. Household goods lost in transit. Closed. Claim paid.

No. 2982. Investigation death of W. M. Haney at Sumner, November 16, 1917, on line of Northern Pacific. Closed. Investigated.

No. 2984. W. H. Strange (Almota) v. John Knight. Not charging rates provided by tariff. Closed. Order given.

No. 2985. Investigation deaths of Willie Green, Frank Sweigle and Edward Walters, November 20, 1917, at Artesia on line of Oregon-Washington Railroad & Navigation Company. Closed. Investigated.

No. 2987. Investigation death of Mrs. Catherine A. Cowell, November 20, 1917, at Puyallup on line of Northern Pacific. Closed. Investigated.

No. 2988. Investigation death of Joseph H. Crandell, November 23, 1917, near Marshall on line of Oregon-Washington Railroad & Navigation Company. Closed. Investigated.

No. 2989. Investigation death of Viola Moore near Outlook, November 5, 1917, result of contact with guy wire of Pacific Power & Light Company. Closed. Investigated.

No. 2990. Town Council of Yacolt v. Northern Pacific Railway Company. Unsanitary toilet and blocking of crossing. Closed. Sanitary toilets installed and train crew notified to be careful about blocking of crossing.

No. 2991. Western Retail Lumbermen's Association (Spokane) v. Chicago, Milwaukee & St. Paul Railway. Excessive rate on coal. Closed.

No. 2992. Musicians' Association of Tacoma v. Pacific Telephone & Telegraph Company. Service. Closed. Service restored.

No. 2993. W. H. Cleaver (Vader) v. Home Telephone Company. Service. Closed. Complainant satisfied.

No. 2994. Residents of Chiwaukum v. Great Northern Railway Company. Flag stop for train No. 25. Closed. Service promised.

No. 2995. A. L. Berdoe (Seattle) v. Pacific Telephone & Telegraph Company. No service, but company seeking to collect. Closed.

No. 2996. Edwin P. Lucas (Concrete) v. Great Northern Railway Company. Logs lost in transit. Closed.

No. 2997. Tausick & Kauffman (Walla Walla) v. Northern Pacific Railway Company. Delayed shipment of cordwood. Closed. Investigated.

No. 2998. Investigation death of John Bulle, December 7, 1917, Wilburton, on line of Northern Pacific. Closed. Investigated.

No. 2999. R. D. Anderson (Harrington) v. Pacific Telephone & Telegraph Company. Instalation charge. Closed. Charge provided in tariffs of company.

No. 3000. Commission v. City Phone Company (Sunnyside). Violation electric code. Closed. Violation corrected.

No. 3001. Commission v. Pacific Power & Light Company. Violation of electric code. Closed. Violations corrected.

No. 3002. G. E. Conn (Tumwater) v. Northern Pacific Railway Company. Discontinuance of Plum Station as flag stop. Closed.

No. 3003. Flora M. Boggs (Molson) v. Great Northern Railway Company. Claim for damages. Closed. Claim paid.

No. 3004. R. S. Fuller (Castle Rock) v. Silver Lake Railway & Lumber Company. Switching charges. Pending.

No. 3005. Alaska Junk Company (Seattle) v. Northern Pacific and Great Northern. Scrap iron rates. Closed. Lack of prosecution.

No. 3006. L. Huret (Rainier) v. Warren Cowerdy (Rainier), Refusal of telephone service. Closed. Lack of prosecution.

No. 3007. City Council of Kelso v. Kelso Water Company. Service. Closed. Complainant satisfied.

No. 3008. P. J. Canavan (Buckley) v. Northern Pacific Railway Company. Fencing right-of-way. Closed. Conditions remedied.

No. 3009. P. E. Hull (Opportunity) v. Northern Pacific Railway Company. Fencing right-of-way. Closed. Fence ordered.

No. 3010. Investigation death of Claude Shamley, December 18, 1917, two miles west of Centralia on line of Oregon-Washington Railroad & Navigation Company. Closed. Investigated.

No. 3011. Investigation death of unknown man, December 19, 1917, Seattle, Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3012. Investigation death of Stephen Dodd, December 21, 1917, near Castle Rock on line of Great Northern. Closed. Investigated.

No. 3013. Central Labor Council (Bellingham) v. Puget Sound Traction, Light & Power Company. Service. Closed. Investigated.

No. 3014. W. L. Springsteen (Quincy) v. Great Northern Railway Company. Cattle guards. Closed. Investigated.

No. 3015. Sumner Iron Works (Everett) v. Puget Sound Telephone Company. Service. Pending.

No. 3016. P. D. Smith (Okanogan) v. Great Northern Railway Company. Rate on cattle. Closed.

No. 3017. Investigation death of William Applestien, December 19, 1917, Auburn, on line of Northern Pacific Railway. Closed. Investigated.

No. 3018. Northwest Mining Association (Spokane) v. Great Northern Railway Company. Filing of tariffs. Closed. Data furnished.

No. 3019. Investigation death of John Pullard, December 24, 1917, Bellingham, on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3020. Corbett Mill Company et al. (Anacortes) v. Great Northern Railway Company. Car service. Closed.

No. 3021. A. C. Hughes (Olympia) v. Cowlitz, Chehalis & Cascade Railway. Existing conditions. Closed. Investigated.

No. 3022. D. E. Witt (Lyle) v. Lyle Water, Light & Power Company. Insufficient water supply. Closed.

No. 3023. Grange Mercantile Association (Issaquah) v. Northern Pacific Railway Company. Furnishing expense bills. Closed. Complaint satisfied.

No. 3024. Frank Clay (Manette) v. Washington Route. Boat stops. Closed. Investigation made.

No. 3025. Oliver Dunstan (Fall City) v. Fall City Telephone Company. Closed. Ruling made.

No. 3026. P. J. Kelley (Ilwaco) v. Oregon-Washington Railroad & Navigation Company. Train service. Closed. Investigated.

No. 3027. Charles Riedel (Vader) v. Independent Electric Light Company. Reading meters. Closed. By request of complainant.

No. 3028. Investigation death of James P. Campbell, January 5, 1918, Tacoma, on line of Tacoma Railway & Power Company. Closed. Investigated.

No. 3029. Eckert Fruit Company (Detroit) v. Chicago, Milwaukee & St. Paul Railway Company. Overcharge. Closed. Refund made.

No. 3030. J. R. Catlin (Kelso) v. Granger Telephone Company. Refusal to furnish itemized statement of toll. Closed. Company promised to furnish statements.

No. 3031. Gus Becker (North Yakima) v. Pacific Telephone & Telegraph Company. Failure to secure service. Closed. Service installed.

No. 3032. H. A. Johnson (Seattle) v. Pacific Telephone & Telegraph Company. Service over nickel phones. Closed. Adjusted.

No. 3033. B. W. Edgington (Seattle) v. Northern Pacific Railway Company. Long delay to passengers at Gate. Closed. Explanation made.

No. 3034. Jay W. McCune (Tacoma) v. Pacific Telephone & Telegraph Company. Refusal to pay for service not rendered. Closed. Complaint satisfied.

No. 3035. Roscoe Perkins (Manette) v. Manette Water Company. Charges for service. Closed. Tariff rates charged.

No. 3036. L. L. Darling (South Bend) v. Northwest Electric and Water Works. Muddy water. Closed. Service improved.

No. 3037. L. D. McFarland (Sandpoint, Idaho) v. Chicago, Milwaukee & St. Paul Railway Company. Carriers furnishing dirty cars. Closed. Conditions remedied.

No. 3038. E. M. Rauch (Pomeroy) v. Union Pacific System. Lost shipment of wheat. Closed. Shipment traced.

No. 3039. Snohomish Fruit Growers' Association v. Northern Pacific, Great Northern, and Chicago, Milwaukee & St. Paul railways. Physical connection. Closed. Transferred to formal hearing 4631.

No. 3040. Farmers Line No. 3 (Castle Rock) v. Home Telephone Company. Point of connection and restoration of service. Closed. Service restored.

No. 3041. R. Townsend et al. (Vader) v. Home Telephone Company. Inadequate service. Closed. Investigated.

No. 3042. Investigation death of J. E. Russell, January 21, 1918, at Malone on line of Northern Pacific Railway. Closed. Investigated.

No. 3043. Investigation death of Gladstone Churchill, January 21, 1918, at Tenino on line of Northern Pacific. Closed. Investigated.

No. 3044. E. K. Bull (North Bend) v. Telephone Company. Refusal of service. Closed. Company ordered to install service.

No. 3045. Arvid Haryn (Mt. Solo) v. Granger Telephone Company. Service. Closed. Complainant satisfied.

No. 3046. F. E. Marler (Colfax) v. American Express Company. Delayed delivery of box of dressed geese. Closed. Company not legally liable.

No. 3047. Cowiche Telephone Company (Yakima) v. Pacific Telephone & Telegraph Company. Billing. Closed. Adjusted.

No. 3048. A. R. Strathie (Port Townsend) v. Northern Pacific and Puget Sound Navigation Company. Overcharge on coal shipment. Closed. Tariff rates charged.

No. 3049. Puget Sound Spar Company (Seattle) v. Bothell Telephone Company. Service. Closed. Service installed.

No. 3050. H. A. Espy (Oysterville) v. Ilwaco Telephone & Telegraph Company. Lack of service. Closed.

No. 3051. C. Lee Martin (Mossy Rock) v. Pacific Telephone & Telegraph Company. Lack of service. Closed. Adjusted.

No. 3052. S. J. Hague (Port Angeles) v. Chicago, Milwaukee & St. Paul Railway Company. Excessive rate on sand and gravel. Closed.

No. 3053. Welsh Telephone Line (Almira) v. Pacific Telephone & Telegraph Company. Exchange service. Closed.

No. 3054. Commission v. North Pacific Public Service Company (Bremer-ton). Violation electric code. Closed. Improvements promised.

No. 3055. Commission v. North Coast Power Company (Chehalis). Violation crossing laws. Closed. Transferred to C-3021.

No. 3056. Commission v. Cowlitz, Chehalis & Cascade Railway. Violation crossing law. Closed. Transferred to C-3021.

No. 3057. Trondsen & Brown (Nahcotta) v. Ilwaco Telephone Company. Service. Closed.

No. 3058. Selah Telephone Company (Selah) v. Pacific Telephone & Telegraph Company. Long distance business. Closed. Investigated.

No. 3059. Everett Commercial Club v. Great Northern Railway. Abandonment of dock. Closed. Ground of complaint removed.

No. 3060. H. E. Stuart et al. (Nooksack) v. Farmers Mutual Telephone Company. Removal of central. Closed. Adjusted.

No. 3061. U. S. Reclamation Service (Rimrock) v. Pacific Telephone & Telegraph Company. Contract in re farmer line rates. Closed. Contract rates in accordance with Commission's order.

No. 3062. Pacific Fruit & Produce Company (Portland) v. Northern Pacific Railway. Excessive rate on bananas. Closed. Request contrary to orders of United States Government.

No. 3063. Investigation death of Jack Miller and Walter Hogle, February 4, 1918, one-half mile west of Sumner. Closed.

No. 3064. F. G. McIntosh (South Bend) v. Pacific Telephone & Telegraph Company. Service connection charge. Closed. Tariff rates charged.

No. 3065. Mark Munson (Seattle) v. Pacific Telephone & Telegraph Company. Service discontinued. Closed. Satisfactorily adjusted.

No. 3066. E. Y. Stone (Walla Walla) v. Pacific Telephone & Telegraph Company. Exchange service charge. Closed. Satisfactorily settled.

No. 3067. Investigation injury to John Marsh, February 9, 1918, Seattle, on Great Northern dock. Closed. Investigated.

No. 3068. Investigation injury to Miss Ragna N. Andersen, February 3, 1918, Seattle, on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3069. Grace E. Bigford (Yakima) v. Pacific Telephone & Telegraph Company. Phone installation at McKinley school. Closed. Service installed.

No. 3070. Hamilton Mercantile Company (Hamilton) v. Skagit River Telephone & Telegraph Company. Blacklisted patron. Closed.

No. 3071. Paul Barbo (Bellingham) v. Bellingham & Northern. Fencing right-of-way. Closed. Fencing done.

No. 3072. H. W. Brown (Kennewick) v. Pacific Power & Light Company. Contract. Closed. Satisfactorily adjusted.

No. 3073. State Traveling Library (Olympia) v. Lloyd Transfer Company. Excessive charge required advanced. Closed. Complaint satisfied.

No. 3074. C. M. Charles (Puyallup) v. Puget Sound Traction, Light & Power Company. Contract. Closed. Meter installed and complainant satisfied.

No. 3075. F. P. Haskell, Jr. (Tacoma) v. Vashon Navigation Company. Change in service. Closed. Investigated.

No. 3076. A. R. Howland (Buckley) v. Pacific Telephone & Telegraph Company. Continuous service. Closed. Adjusted.

No. 3077. Investigation death of Howard McLoud, February 15, 1918, Spokane, on line of Northern Pacific. Closed. Investigated.

No. 3078. Investigation death of John Anderson, February 17, 1918, Spokane, on line of Spokane & Inland Empire. Closed. Investigated.

No. 3079. E. M. Churchill (Seattle) v. Northern Pacific Railway. Matter of classification. Closed. Data furnished.

No. 3080. City of Prosser v. Pacific Power & Light Company. Refusal to extend line. Closed. Investigated.

No. 3081. Everett Dock & Warehouse Company v. Northern Pacific and Great Northern railways. Cars for switching purposes. Closed. Complainant satisfied.

No. 3082. E. J. Harvey (Seattle) v. Seattle Lighting Company. Prepay meter charge. Closed.

No. 3083. J. N. Maybury (Seattle) v. Seattle Lighting Company. Refund for excess charges. Closed. Covered by decision.

No. 3084. A. G. Dickson (Yakima) v. Pacific Telephone & Telegraph Company. Failure to install phone. Closed. Phone installed.

No. 3085. C. W. Jordan (Everett) v. Great Northern Railway Company. Excessive rate on cordwood. Closed. Tariff changed.

No. 3086. Investigation death of Mrs. Perkins, February 21, 1918, on sleeper between Centralia and Tacoma. Closed.

No. 3087. Mrs. C. R. Miller (Seattle) v. Seattle Lighting Company. Excessive bill. Closed. Company directed to check up.

No. 3088. Commission v. Western Union. Violation electric code. Closed. Violation corrected.

No. 3089. Tubbs Lumber Company (Chehalis) v. Cowlitz, Chehalis & Cascade Railway. Demurrage charge. Closed. No prosecution.

No. 3090. Granite Falls Products Union (Granite Falls) v. Northern Pacific Railway Company and Hartford Eastern. Service. Closed. Investigated.

No. 3091. Harry H. Stephenson (Ellensburg) v. Northern Pacific Railway Company. Damage to household goods. Closed. Claim settled.

No. 3092. The Inland Seed Company (Spokane) v. Northern Pacific Railway Company. Minimum weight charge on shipment. Closed. Lack of prosecution.

No. 3093. Pohlman-Kipp Company (Spokane) v. Spokane Gas Company. Higher rate. Closed. Rate in accordance with rule of company.

No. 3094. E. B. Babcock (Seattle) v. Seattle Lighting Company. Rates. Closed. Rates established by Commission to be charged.

No. 3095. Mrs. Charles Peterson (Seattle) v. Oregon-Washington Railroad & Navigation Company. Claim for lost fruit. Closed. Settled.

No. 3096. O. E. Anderson (Chehalis) v. North Coast Power Company. Increased rates. Closed. Rates permitted.

No. 3097. Ivan L. Plette (Yakima) v. Pacific Telephone & Telegraph Company. Connection. Closed. Investigated.

No. 3098. Investigation death of unidentified man, March 1, 1918, Spokane, on line of Spokane & Inland Empire. Closed. Investigated.

No. 3099. Mason County Logging Company (Bordeaux) v. Northern Pacific Railway Company. Overcharge on locomotive moving under own steam. Closed. Tariff rate charged.

No. 3100. Spokane Merchants Exchange v. Great Northern Railway Company. Damage must be in excess of 5 per cent of number shipped. Closed. Margin of 5 per cent damage a rule of all carriers.

No. 3101. Investigation death of Peter Peterson, March 2, 1918, near East Larchmont on line of Tacoma Railway & Power Company. Closed. Investigated.

No. 3102. Ephrata Light & Power Company v. Great Northern Railway. Crossing right-of-way with wires. Closed. Permission granted.

No. 3103. R. B. Kizer (Dalkena) v. Dalkena Lumber Company. Charge for electric light service. Closed. No charge made for lights to tenants or employees.

No. 3104. Lyman Timber Company (Everett) v. Northern Pacific Railway. Refund of demurrage charges. Closed. Commission without power.

No. 3105. J. J. Keegan (Douglas) v. Great Northern Railway. Reducing rates on fire clay to coast points. Closed. Lack of prosecution.

No. 3106. J. P. Bradley (Waitsburg) v. Pacific Power & Light Company. Deposit. Closed. Complainant required to make deposit in accordance with published tariffs.

No. 3107. Commission v. Pacific Power & Light Company. Violation electric code at Ritzville. Closed. Violation corrected.

No. 3108. Commission v. Pacific Power & Light Company. Violation electric code at Pasco. Closed. Violation corrected.

No. 3109. Commission v. Pacific Power & Light Company. Violation electric code at Lind. Closed. Violation corrected.

No. 3110. A. D. Dunbar (Seattle) v. Pacific Telephone & Telegraph Company. Bill. Closed. Satisfactorily adjusted.

No. 3111. Mrs. Herman Newenhof (Yakima) v. Pacific Telephone & Telegraph Company. Installation of service. Closed. Service secured.

No. 3112. J. F. Mackey (Auburn) v. Puget Sound International Railway & Power Company. Return of guarantee deposit. Closed. Tariff rule observed.

No. 3113. John Helphrey (Curlew) v. Great Northern Railway Company. Excessive rate. Closed. Rate in accordance with tariff.

No. 3114. Adam Kammers (Monse) v. Great Northern and Chicago & Milwaukee. Excessive rate on emigrant movables. Closed. Adjusted.

No. 3115. The Norris Fruit Company (Bellingham) v. Bellingham & Northern. Overcharge on shipment of potatoes. Closed. No jurisdiction.

No. 3116. Hewitt-Lea-Funk Company (Sumner) v. Great Northern Railway. Overcharge on building material. Closed.

No. 3117. Methow Telephone Company (Methow) v. Pacific Telephone & Telegraph Company. Connection. Closed. Investigated.

No. 3118. W. W. Wells Company (Everett) v. Chicago & Milwaukee and Great Northern railways. Failure to secure cars. Closed. Cars secured.

No. 3119. A. E. Darby (Lakeside) v. Lake Chelan Transportation Company. Lost calf. Closed. Complainant's remedy lies in court.

No. 3120. H. F. Bowles (Spokane) v. Washington Water Power Company. Discrimination. Closed. Transferred to formal hearing 4625.

No. 3121. V. H. Honeywell (Morton) v. Lewis County Light & Telephone Company. Power service. Closed. Satisfactorily adjusted.

No. 3122. W. B. Clark (Yakima) v. Pacific Power & Light Company. Electric extension. Closed. Adjusted.

No. 3123. Mrs. Frank Murphy (Aberdeen) v. Grays Harbor Railway & Light Company. Excessive bill. Closed. Investigated.

No. 3124. Upper Sound Logging Company (Tacoma) v. Sound Telephone & Telegraph Company. Lack of service. Closed. Adjusted.

No. 3125. F. S. Crabbe (Gold Bar) v. Great Northern Railway. Adequate transportation facilities. Closed. Service furnished.

No. 3126. Residents of Hover v. Spokane, Portland & Seattle Railway. Telephone service in depot. Closed. Phone installed.

No. 3127. N. D. Benson (Seattle) v. Seattle Lighting Company. Ready-to-serve charge. Closed. Proper charge made.

No. 3128. E. N. Hill (Seattle) v. Pacific Telephone & Telegraph Company. Connection charge. Closed. Ruling made.

No. 3129. Investigation death of unknown man, March 19, 1918, near Latah on line of Oregon-Washington Railroad & Navigation Company. Closed. Investigated.

No. 3130. Investigation death of Geraldine Stewart, March 19, 1918, Yakima, on line of Yakima Valley Transportation Company. Closed. Investigated.

No. 3131. Investigation death of B. H. Combs, March 17, 1918, Argo, on line of Northern Pacific. Closed. Investigated.

No. 3132. Ernest Mohr (Seattle) v. Seattle Lighting Company. Robbed meter. Closed. Adjusted.

No. 3133. J. R. Morgan (Seattle) v. Great Northern Railway Company. Lost household goods. Closed. Goods restored.

No. 3134. N. L. Upper (Van Horn) v. Skagit River Telephone & Telegraph Company. Rates. Closed. Lack of prosecution.

No. 3135. August Alstrom (Spokane Bridge) v. Pacific Telephone & Telegraph Company. Installation. Closed.

No. 3136. J. H. McDonald (Walla Walla) v. Pacific Power & Light Company. Increased rates. Closed. Rates in accordance with published tariff.

No. 3137. J. R. Thompson (Yakima) v. Pacific Telephone & Telegraph Company. One-party line and extension. Closed. Service promised.

No. 3138. B. H. Polmeteer (East Spokane) v. Pacific Telephone & Telegraph Company. Installation. Closed. Service promised.

No. 3139. C. S. Crews (Walla Walla) v. Pacific Power & Light Company. Increased rates. Closed. Rates in accordance with published tariffs.

No. 3140. Investigation death of Mrs. Julia Konkle, three-fourths mile west of Puyallup on line of Northern Pacific, March 21, 1918. Closed. Investigated.

No. 3141. Investigation death of Lawrence Haggerness, March 22, 1918, Pacific City on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3142. John Zwickey (Seattle) v. Pacific Telephone & Telegraph Company. Installation. Closed. Phone installed.

No. 3143. R. E. Coontz (Navy Yard, Puget Sound) v. W. H. Pumphrey. Landing facilities at Waterman dock. Closed. Transferred to formal hearing 4707.

No. 3144. Commission v. Mountain States Power Company. Violation electric code at Northport. Pending.

No. 3145. Commission v. Metaline Falls Light & Power Company. Violation electric code at Metaline Falls. Closed. Violations corrected.

No. 3146. H. H. Heritage (Bossburg) v. Colville & Echo Valley Telephone Company. Installation. Closed. Investigated.

No. 3147. P. W. Parkhurst (Seattle) v. Puget Sound Traction, Light & Power Company. Electric light connection. Closed. Complaint withdrawn.

No. 3148. A. A. Murray (Seattle) v. Seattle Lighting Company. Connection. Closed. Extension cost excessive.

No. 3149. R. B. White (Seattle) v. Seattle Lighting Company. Excessive bills. Closed.

No. 3150. A. F. Kriegel (Bremerton) v. Navy Yard Route. Loss of household goods. Closed.

No. 3151. J. D. Gilhorn (Thorp) v. Chicago, Milwaukee & St. Paul Railway Company. Fencing right-of-way. Closed. Fence constructed.

No. 3152. Commission v. Stevens County Power & Light Company (Colville). Violation electric code. Closed. Violations corrected.

No. 3153. Campbell & Campbell (Tenino) v. Northern Pacific Railway Company. Car shortage. Closed. Cars furnished.

No. 3154. Commission v. Chewelah City Light Company. Violation electric code. Closed. Violations corrected.

No. 3155. Investigation death of James Monahan, April 4, 1918, at Marcus, Great Northern Railway Company. Closed. Investigated.

No. 3156. City Council (Pasco) v. Pacific Telephone & Telegraph Company. Cables obstruction to streets. Closed. No jurisdiction.

No. 3157. City of Vancouver v. North Coast Power Company. Water pressure. Closed. Transferred to formal hearing 4227.

No. 3158. N. & M. Lumber Company (Rochester) v. Chicago, Milwaukee & St. Paul and Northern Pacific railways. Rate on logs. Closed. No track connection.

No. 3159. Pacific County Pomona Grange (Willapa) v. Northern Pacific Railway Company. Night service at depot. Closed. Better service promised.

No. 3160. Investigation death of unidentified Japanese, April 7, 1918, Spokane, on line of Northern Pacific Railway. Closed. Investigated.

No. 3161. Albers Brothers Milling Company (Seattle) v. Great Northern Railway Company. Protest on double loading charge specified. Closed. Complainant in error.

No. 3162. W. J. Davis (Valley) v. Great Northern Railway Company. Fencing right-of-way. Closed. Fence repaired.

No. 3163. J. M. Powell (Monmouth) v. Pacific Telephone & Telegraph Company. Discontinuance of service at Spokane. Closed. Credit voucher issued.

No. 3164. D. E. Lynch (Dorr) v. Oregon-Washington Telephone Company. Service. Closed. Improvement promised.

No. 3165. F. Schultz (Crescent) v. Chicago, Milwaukee & St. Paul Railway. Fencing right-of-way. Closed. Fence built.

No. 3166. Commission v. Washington Water Power Company. Violation electric code at Davenport. Closed. Violation corrected.

No. 3167. Commission v. Grant County Power Company. Violation electric code at Coulee City. Pending.

No. 3168. Northwest Telephone Company (Gold Bar) v. Florence-Rae Company (Index). Refusal to pay for toll service. Closed. Lack of prosecution.

No. 3169. P. J. Fransoli & Co. (Tacoma) v. Chicago, Milwaukee & St. Paul Railway. Refusal to deliver car of corn. Closed. No jurisdiction.

No. 3170. I. D. Casey & Sons (Waitsburg) v. American Express Company. Ruling on baby chicks shipment. Closed.

No. 3171. Hewitt-Lea Lumber Company (Seattle) v. Pacific Telephone & Telegraph Company. Sunday service. Closed. Adjusted.

No. 3172. Northwest Film Board of Trade (Seattle) v. Express Companies. Remittance of money collected c. o. d. Closed. Investigated.

No. 3173. Andrew Stunich (South Aberdeen) v. Pacific Telephone & Telegraph Company. Installation. Closed. Investigated.

No. 3174. A. M. Haworth (Lewiston, Idaho) v. Camas Prairie Railroad Company. Claim for dairy cow killed. Closed. No jurisdiction.

No. 3175. S. M. Merring (Prosser) v. Oregon-Washington Railroad & Navigation Company. Drain. Closed. Drain removed.

No. 3176. Elise A. Mielke (Hoquiam) v. Pacific Telephone & Telegraph Company. Connection. Closed. Investigated.

No. 3177. Louis Delivuk (Spokane) v. Northern Pacific Railway Company. Spur at Gravelle. Closed. Track promised.

No. 3178. Goldsborough Telephone Company (Shelton) v. Pacific Telephone & Telegraph Company. Connection. Closed. Satisfactorily adjusted.

No. 3179. Herman F. Hessel (Connell) v. Connell Telephone Company. Repairs. Closed. Conditions remedied.

No. 3180. Stoneburg & Bailey (Olympia) v. Northern Pacific Railway Company. Car shortage at Black Lake spur. Closed. Service promised.

No. 3181. American Audit Company (Spokane) v. Great Northern Railway Company. Overcharge on crude magnesite. Closed. Lack of prosecution.

No. 3182. Investigation death of Sigbald J. Pedersen, April 27, 1918, at Goldau on Puget Sound Electric line. Closed. Responsible.

No. 3183. Investigation death of Edward Burton, April 28, 1918, Vancouver Junction on line of Northern Pacific Railway. Closed. Investigated.

No. 3184. E. D. Cosper (Port Orchard) v. Wm. A. Johnson. Fare on launch "Wolverine." Closed. Tariff rate charge.

No. 3185. George T. McNamara (Seattle) v. Seattle Lighting Company. Robbery of prepay meter. Closed. Data furnished.

No. 3186. Sherwin-Williams Company (Cleveland) v. Northern Pacific Railway. Refusal to accept shipment for delivery to Spokane. Pending.

No. 3187. Investigation death of S. S. Guyler, May 3, 1918, Stanwood, on line of Great Northern Railway. Closed. Investigated.

No. 3188. A. Kleinknecht (Spokane) v. Pacific Telephone and Telegraph Company. Installation. Closed. Investigated.

No. 3189. M. Sloan (Seattle) v. Railways. Flagman at Connecticut, First avenue south and Railroad way. Closed. Investigated.

No. 3190. Commission v. Washington Water Power Company. Violation electric code at Harrington. Closed. Violations corrected.

No. 3191. G. G. Hannan (Olympia) v. Great Northern Railway Company. Overcharge on household goods. Closed. Charge in accordance with tariff.

No. 3192. J. M. Perry & Co. (Yakima) v. Oregon-Washington Railroad & Navigation Company. Overcharge on shipment of pears through erroneous haul. Closed. Transferred to formal hearing 2069.

No. 3193. Henry C. Ewing Company (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed. Service improved.

No. 3194. Raymond E. Lane (Molson) v. Great Northern Railway Company. Fencing right-of-way. Pending.

No. 3195. Dillon S. Farrell (Toledo) v. George W. Blair Telephone Exchange. Increased residence rates. Closed. Tariff withdrawn.

No. 3196. C. L. Morris (Seattle) v. Pacific Telephone & Telegraph Company. Increased rates. Closed. Adjusted.

No. 3197. W. W. Tarble (Valley) v. Great Northern Railway Company. Repairing right-of-way fence. Closed. Repairs made.

No. 3198. W. Montellus Price (Seattle) v. Seattle Lighting Company. Cancelling ready-to-serve charge. Closed. Charge in accordance with new rates.

No. 3199. Roy A. Bowers (Hay) v. Oregon-Washington Railroad & Navigation Company. Closed. Charge in accordance with tariff.

No. 3200. Mrs. Ruth S. McDonnell (Seattle) v. Pacific Telephone & Telegraph Company. Installation. Closed. Phones installed.

No. 3201. Commission v. Washington Water Power Company and Spokane & Inland Empire. Hand brakes. Closed. Conditions remedied.

No. 3202. Northwestern Tow Boat Owners Association (Seattle) v. Capt. Harry Crosby. Failure to file tariff. Closed. Tariff filed.

No. 3203. Investigation death of John Shinansky, May 16, 1918, near park on line of Oregon-Washington Railway. Closed. Transferred to formal hearing 4647.

No. 3204. R. N. Clifford (Elma) v. Stimson Mill Company. Refusal to give service. Pending.

No. 3205. F. V. Brown (Spokane) v. Chicago, Milwaukee & St. Paul Railway Company. Blocking of crossings. Closed. Conditions remedied.

No. 3206. Postal Telegraph Company (Seattle) v. City of Renton. Joint use of poles. Closed. Investigated.

No. 3207. Investigation death of B. Parsons, February 21, 1918, Centralia, on line of Northern Pacific. Closed. Investigated.

No. 3208. Investigation death of Chas. H. P. Kellogg, April 12, 1918, Tacoma, on municipal line. Closed. Investigated.

No. 3209. Southfork Telephone Company (Arlington) v. Washington Coast Utility Company. Interference with service. Closed. Investigated.

No. 3210. Mrs. John Vallance et al. v. Spokane & Inland Empire Railway. High steps on cars. Closed. Steps lowered.

No. 3211. W. Carruthers (Tacoma) v. Pacific Telephone & Telegraph Company. Connection. Closed. Service promised.

No. 3212. Shippers of Port Orchard v. Navy Yard Route. Delivery of freight to Central wharf. Closed. Lack of prosecution.

No. 3213. Investigation death of Mrs. J. I. Johnson, May 27, 1918, at Willapa on line of Puget Sound & Willapa Harbor Railway. Pending.

No. 3214. Frank H. Plont (Marysville) v. Great Northern Railway Company. Overcharge on coal. Closed. Correct rate charged.

No. 3215. Builders Supply Company (Everett) v. Puget Sound International Railway & Power Company. Contract in advance for power. Closed. Tariff rates and rules enforced.

No. 3216. C. K. Fossum (Harstine) v. Capt. Wm. Goetsch. Failure to transport freight. Closed. Lack of prosecution.

No. 3217. Investigation death of Charles Shaw, May 26, 1918, Auburn, on line of Northern Pacific Railway. Closed. Investigated.

No. 3218. W. H. Gorham (Seattle) v. Pacific Telephone & Telegraph Company. Long distance service. Closed. Satisfactorily adjusted.

No. 3219. Investigation death of Harold Miles, June 1, 1918, Spokane, on line of Spokane & Inland Empire. Closed. Investigated.

No. 3220. Proposed 25 per cent freight increase.

No. 3221. Kapowsin Mill Company (Kapowsin) v. Kapowsin Water System. Insufficient water supply. Closed. Sufficient water supply.

No. 3222. Dockton Shipbuilding & Drydock Company (Dockton) v. Pacific Telephone & Telegraph Company. Long distance service. Closed. Adjusted.

No. 3223. Connell-Kahlotus Telephone Company (Connell) v. Pacific Power & Light Company. Interference. Closed. Ruling made.

No. 3224. Investigation death of M. L. Butler, April 9, 1918, Pasco, on line of Northern Pacific Railway. Closed. Investigated.

No. 3225. Investigation death of Martin Myer, June 8, 1918, Seattle, on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3226. Investigation injury to Mrs. Margaret Richardson, June 7, 1918, Seattle, Pacific Telephone & Telegraph Company. Closed.

No. 3228. Bilrowe-Alloys Company (Tacoma) v. Great Northern Railway Company. Overcharge. Pending.

No. 3229. J. P. Guerrier Lumber Company (Forest) v. Newaukum Valley Railway. Inadequate service. Closed.

No. 3230. Edward Urquhart (Forest) v. Emery & Nelson (Napavine). Inadequate service and excessive switching charge. Closed.

No. 3231. Commission v. Oregon-Washington Telephone Company (Goldendale). Rates. Closed. Adjusted.

No. 3232. Investigation death C. E. Bunn, June 12, 1918, Renton, on line of Puget Sound Electric Company. Closed. Investigated.

No. 3233. Investigation death Harry Joneska, June 13, 1918, Puyallup, on line of Northern Pacific. Closed. Investigated.

No. 3234. Commission v. Tacoma Railway & Power Company. Violation electric code. Closed. Violation corrected.

No. 3235. Investigation death of Agnes Brenneman, Allison, June 11, 1918, on line of Tacoma & Eastern. Closed. Investigated.

No. 3236. Investigation death of Marvin Mason and John Lund, June 16, 1918, at Satus on line of Northern Pacific Railway. Closed. Investigated.

No. 3237. H. E. Wilson (Lake Bay) v. Sound Telephone & Telegraph Company. Service. Closed. Lack of prosecution.

No. 3238. Mrs. B. N. Palmer (Anacortes) v. Washington Power, Light & Water Company. Service. Closed.

No. 3239. South Central Rural Telephone Association (Tumwater) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 3240. Brotherhood of Railroad Trainmen v. Pacific Northwest Traction Company. Full crew law. Closed. Investigated.

No. 3241. Eugene A. Childe (Seattle) v. Puget Sound Traction, Light & Power Company. Service. Closed. Excessive cost.

No. 3242. Mrs. B. N. Millspaugh (Seattle) v. Pacific Telephone & Telegraph Company. Failure to secure service. Closed. Service furnished.

No. 3243. S. B. Jessup (Spokane) v. Great Northern Express Company. Non-delivery of handbag shipped from Camp Dix, New Jersey. Pending.

No. 3244. Petition of Olympia Light & Power Company. Electrical construction. Closed. Permit granted.

No. 3245. Petition of Puget Sound Traction, Light & Power Company re Riverton Crossing. Closed. Ruling made.

No. 3246. J. E. Grice (Bellingham) v. Pacific Telephone & Telegraph Company. Installing service. Closed. Phone installed.

No. 3247. Mount Vernon Cream Company (Seattle) v. Great Northern Railway Company. Overcharge on shipment. Pending.

No. 3248. J. W. Shield (Hartford) v. Northern Pacific Railway Company. Charge on wood at Monte Cristo. Closed.

No. 3249. Mrs. Mary A. Osborn (Edmonds) v. Edmonds Spring Water Company. Service. Closed. Company ordered to furnish service.

No. 3250. Jackson Logging Company (Olympia) v. Northern Pacific Railway Company. Spur at Kyro Station. Closed.

No. 3251. Ralph E. Dyar et al. (Kiesling) v. Spokane & Inland Empire Railway Company. Increase in local rates. Closed. Transferred to F. H. 4713.

No. 3252. Western Pine Manufacturers' Association (Spokane) v. Great Northern Railway Company. Distance tariff re Wenatchee Junction. Closed.

No. 3253. National Lumber & Manufacturing Company (Hoquiam) v. Chicago, Milwaukee & St. Paul Railway. Overcharge. Closed.

No. 3254. American Audit Company (Spokane) v. Great Northern Railway Company. Overcharge on carload of pulp wood. Pending.

No. 3255. Chas. W. Johnson et al. (Tacoma) v. Vashon Navigation Company. Change of schedule. Closed.

No. 3256. Yakima School District No. 7 v. Pacific Telephone & Telegraph Company. Disconnection during vacation period. Closed.

No. 3257. Miss Rose Kelly (Vancouver) v. Pacific Power & Light Company. Service. Closed. Service furnished.

No. 3258. Walter P. Hunter et al. (Vancouver) v. North Coast Power Company. Connection. Closed. Extension not in accordance with federal instructions.

No. 3259. Burbank Grange Mercantile Association (Burbank) v. Pacific Power & Light Company. \$5.00 deposit. Closed. Adjusted.

No. 3260. Albers Bros. Milling Co. (Seattle) v. Star Steamship Company. Tariff rates. Closed.

No. 3261. H. B. Merrill (Spokane) v. Spokane & Inland Empire Railway. Charge on bicycle. Closed.

No. 3262. Wenatchee North Central Fruit Distributors (Wenatchee) v. Great Northern Railway. Overcharge on shipment of plgs. Pending.

No. 3263. F. A. Baumann (Walla Walla) v. Northern Pacific Railway Company. Overcharge on lumber. Pending.

No. 3264. Northwest Fruit Exchange (Seattle) v. The Pullman Company. Failure to redeem unused ticket. Closed. Refund made.

No. 3265. Investigation death of unknown man, July 17, 1918, at Selah on line of Northern Pacific Railway. Closed. Investigated.

No. 3266. Investigation death of unknown man, July 18, 1918, at Merritt on line of Great Northern Railway. Closed. Investigated.

No. 3267. Investigation death of Frank McComb, July 15, 1918, at Kenmore, on line of Northern Pacific Railway. Closed. Investigated.

No. 3268. Investigation death of Charles Stith, July 17, 1918, at Kelso, on line of Northern Pacific Railway. Closed. Investigated.

No. 3269. Investigation death of Louis Kamar and Thornton Lockwood, July 8, 1918, at Chewelah, on line of Great Northern Railway. Closed. Investigated.

No. 3270. Investigation death of Mrs. F. H. Heath, July 15, 1918, at Seattle, on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3271. Investigation death of Mrs. A. C. Moss, May 2, 1918, at Dalkena, on line of Great Northern Railway. Closed. Investigated.

No. 3272. J. B. Fosdick (Chelan Falls) v. Chelan Falls Irrigation Company. Water supply. Closed. No jurisdiction.

No. 3273. J. P. Mullaly (Seattle) v. Puget Sound International Railway & Power Company. War tax. Closed. Explanation made.

No. 3274. Charles E. Berg (Walla Walla) v. Pacific Power & Light Company. Rates for 15 horse-power motor. Closed. Tariff rate changed.

No. 3275. Union Valley Telephone Company v. Pacific Telephone & Telegraph Company. Switching services. Closed. Investigated.

No. 3276. W. T. Isted (Seattle) v. Pacific Telephone & Telegraph Company. Service. Closed. Service improved.

No. 3277. W. W. Hitchcock (Hobart) v. Pacific Telephone & Telegraph Company. Commission for conducting pay station. Closed.

No. 3278. Alfred Montgomery (Bellingham) v. Pacific Telephone & Telegraph Company. Service. Closed. Tariff rate charged.

No. 3279. Hurley-Mason Company (Portland) v. Great Northern Railway. Car shortage. Closed. Material furnished.

No. 3280. B. G. Lovegren (Seattle) v. Riverton Water Company. Water shortage. Closed. Transferred to F. H. 4717.

No. 3281. Touchet Milling Company (Huntsville) v. Oregon-Washington Railroad & Navigation Company and Northern Pacific Railway Company. Common user side track. Closed. Cost held excessive.

No. 3282. Puyallup & Sumner Fruit Growers' Association v. Express Companies. Rates on cherries. Pending.

No. 3283. Citizens of Oroville (Oroville) v. Great Northern Railway. Station facilities. Pending.

No. 3284. Lee C. Delle (Yakima) v. Pacific Telephone & Telegraph Company. Service. Closed. Adjusted.

No. 3285. Irvin S. Sprecker (Clarkston) v. Washington-Idaho Water, Light & Power Company. Extension charge. Closed.

No. 3286. Superior Coal Company (Chehalis) v. Northern Pacific Railway. Railroad weights. Closed. Complaint satisfied.

No. 3287. Citizens of Tenino v. North Coast Power Company. Extension of water mains. Pending.

No. 3288. Investigation death of J. A. Campbell, May 23, 1918, at Thrall, on line of Northern Pacific Railway. Closed. Investigated.

No. 3289. Investigation death of Y. S. Shinamoto, June 1, 1918, at Nisqually, on line of Northern Pacific. Closed. Investigated.

No. 3290. Patrons of Winona Telephone Company v. Pacific Telephone & Telegraph Company. Long distance connection. Pending.

No. 3291. Investigation death of Frank Valtin, July 26, 1918, Springdale, on line of Great Northern Railway. Closed. Investigated.

No. 3292. Investigation death of Charles H. Johnson, July 26, 1918, at Spokane, on line of Oregon-Washington Railroad & Navigation Company. Closed. Investigated.

No. 3293. Investigation death of Bert Alexander, August 1, 1918, at Harwood, on line of Yakima Valley Transportation Company. Closed. Investigated.

No. 3294. Investigation death of Herman Elsert, August 2, 1918, at Snohomish, on line of Great Northern Railway. Closed. Investigated.

No. 3295. Stuart Dreibellis (Spokane) v. Northern Pacific Railway Company. Cattle guards. Closed. Adjusted.

No. 3296. Wenatchee Produce Company (Wenatchee) v. Great Northern Railway. Increased rate on box shooks. Closed.

No. 3297. South Tacoma Mill Company v. Tacoma Railway & Power Company. Log rates. Closed. Transferred to F. H. 4681.

No. 3298. Almira Commercial Club v. Northern Pacific Railway Company. Track for Standard Oil Company. Closed. Track built.

No. 3299. Harry Williams (Sumner) v. Pacific Telephone & Telegraph Company. Application for service. Pending.

No. 3300. R. G. Poland (Helena, Mont.) v. Northern Pacific Irrigation Company (Kennewick). Collecting for service not furnished. Pending.

No. 3301. Prescott Telephone & Telegraph Company v. Pacific Telephone & Telegraph Company. Second wire connection with switchboard. Pending.

No. 3302. Northport Smelting & Refining Company (Republic) v. Spokane & British Columbia Railway. Refund of demurrage charges. Pending.

No. 3303. Clara P. Stevens (Long Beach) v. Northern Express Company. Claim for damage to sewing machine. Pending.

No. 3304. Henry Pickard Company (Seattle) v. Northern Pacific Railway Company. Damage to sample trunks. Pending.

No. 3305. J. H. Steere (Seattle) v. Great Northern Railway Company. Claim for damage to rug. Closed. No jurisdiction.

No. 3306. Garfield Commercial Club v. Oregon-Washington Railroad & Navigation Company. Cleaning and drying in transit privilege. Closed. Adjusted.

No. 3307. Mrs. Mary S. Miller (Boyd) v. Spokane Falls & Northern. Fencing right-of-way. Closed. No jurisdiction.

No. 3308. Martin Tank (Spokane) v. Pacific Telephone & Telegraph Company. Failure to secure service. Pending.

No. 3309. Investigation death of Wayne Standish, August 17, 1918, at Yakima, on line of Yakima Valley Transportation Company. Closed. Investigated.

No. 3310. Washington Brick, Lime & Sewer Pipe Company (Spokane) v. Great Northern Railway. Rates on clay. Pending.

No. 3311. Charles W. Young (Bremerton) v. North Pacific Public Service Company. Meter test. Closed. Lack of prosecution.

No. 3312. Investigation death of Green Smith, August 19, 1918, at Colfax, on line of Spokane & Inland Empire Railway. Closed. Investigated.

No. 3313. Bert M. Newton (Blaine) v. Blaine Water Company. Extension of mains. Closed. Extension not justified during war period.

No. 3314. Zimmerman-Degen Shoe Company (Seattle) v. Puget Sound Traction, Light & Power Company. Excessive charges. Closed. Tariff rate charged.

No. 3315. G. Ward Kemp (Seattle) v. Northern Pacific Railway Company. Discontinuance of North Bend local. Closed. Service restored.

No. 3316. W. H. Stivers (East Seattle) v. Meerscheidt Water System. Service. Pending.

No. 3317. Dalkena Lumber Company (Dalkena) v. Northern Idaho & Montana Power Company. High tension wires. Closed.

No. 3318. Lewiston Milling Company (Yakima) v. Yakima Valley Transportation Company and Northern Pacific Railway Company. Rerouting of cars of hay. Closed. Cars secured.

No. 3319. McDonald, Hale & Co. (Seattle) v. Chicago, Milwaukee & St. Paul Railway Company. Claim for repairing doors on wheat cars. Pending.

No. 3320. G. L. Finley (Benton City) v. Oregon-Washington Railroad & Navigation Company. Culvert. Closed. No jurisdiction.

No. 3321. D. W. Neff (Page) v. Spokane, Portland & Seattle Railway. Expense of moving telegraph wire. Closed. Ruling made.

No. 3322. D. N. McDonald (Spokane) v. Great Northern Railway Company. Blocking street. Closed. No jurisdiction.

No. 3323. Mrs. John Braun (Olympia) v. Pacific Telephone & Telegraph Company. Inability to secure service. Closed.

No. 3324. Investigation death of T. Taubakeda, August 27, 1918, at Puyallup, on line of Northern Pacific Railway Company. Closed. Investigated.

No. 3325. T. L. Colley (Eltopia) v. Tri-State Terminal Company. Special piling of grain. Closed. Lack of prosecution.

No. 3326. J. C. Robinson (Seattle) v. Pacific Telephone & Telegraph Company. Toll charge. Closed. Satisfactorily adjusted.

No. 3327. Charles F. Bailey (Granger) v. Northern Pacific Railway. Drinking water in depot. Pending.

No. 3328. Investigation death of unknown man, September 2, 1918, at Union Gap, Pacific Overhead Light Company. Closed. Investigated.

No. 3329. Investigation death of Margie Morris and Roy Chase, September 3, 1918, at Kimsey Station, on line of Pacific Northwest Traction Company. Closed. Investigated.

No. 3330. Mrs. C. V. Ely (Olympia) v. Pacific Telephone & Telegraph Company. Installation. Closed. Service installed.

No. 3331. M. R. Wood (Seattle) v. Puget Sound Traction, Light & Power Company. Electric lights service for McKinley Hill. Closed. Transferred to F. H. 4745.

No. 3332. Seattle Grain Company (Seattle) v. Port Commission. Refusal to accept grain. Pending.

No. 3333. Krupp Telephone Company (Krupp) v. Pacific Telephone & Telegraph Company. Refusal to transmit toll messages. Pending.

No. 3334. Orondo Water & Land Company et al. (Wenatchee) v. Wenatchee Valley Gas & Electric Company. Power. Closed. Adjusted.

No. 3335. Investigation death of M. L. Tittle, September 6, 1918, at Yakima, on line of Northern Pacific Railway. Closed. Investigated.

No. 3336. People's Co-operative Telephone Company (Gate) v. Pacific Telephone & Telegraph Company. Toll line connection. Pending.

No. 3337. Martinolich Shipbuilding Company (Dockton) v. Pacific Telephone & Telegraph Company. Service. Pending.

No. 3338. F. Fischer (Camp Lewis) v. Tacoma Gas Company. Meter charges. Pending.

No. 3339. Residents of Indianola Beach v. Liberty Bay Transportation Company. Discontinuance of boat service. Closed. Transferred to F. H. 4723.

No. 3340. Investigation death of Julia Tomison, September 16, 1918, at Everett, on line of Pacific Northwest Traction Company. Closed. Investigated.

No. 3341. Pitt Lumber & Manufacturing Company (Lyle) v. Klickitat Northern Railroad. Rates on logs. Closed.

No. 3342. Northwest Mercantile Company (Douglas) v. Great Northern Railway. Rate on empty chicken coops. Closed.

No. 3343. John Gourley (Seattle) v. Oregon-Washington Railroad & Navigation Company. Inability to divert cars. Pending.

No. 3344. Washington Seed Committee (Pullman) v. Railways. Seed wheat in cars under capacity. Closed. Adjusted.

No. 3345. C. A. McAllister & Co. (Camas) v. Northern Express Company. Refund on two crates of strawberries. Closed. No power to enforce settlement.

No. 3346. Frank H. Plont (Marysville) v. Great Northern Railway Company. Weighing coal soaked with water. Closed.

No. 3347. Brooke M. Wright (Friday Harbor) v. Daniel Murray. Increase in dock charges. Pending.

No. 3348. Commercial Club of Sequim v. Mrs. Anna Bugge. Increased wharfage rates at Port Willams. Pending.

No. 3349. Tacoma Grain Company (Tacoma) v. Puget Sound Electric and Northern Pacific Railway. Interchange of cars. Closed.

No. 3350. Investigation death of unknown man, September 19, 1918, at Cliffs, on Spokane, Portland & Seattle Railway. Closed. Investigated.

No. 3351. Investigation death of James McGill, September 20, 1918, at Seattle, on line of Puget Sound Electric. Closed. Investigated.

No. 3352. Imperial Fir Lumber Company, Inc. (Bellingham) v. Bellingham & Northern Railway. Rate on logs. Pending.

No. 3353. University Unitarian Church (Seattle) v. Pacific Telephone & Telegraph Company. Special rates. Closed. Satisfactorily adjusted.

No. 3354. L. D. McFarland (Sandpoint) v. Chicago, Milwaukee & St. Paul Railway. Discrimination. Pending.

No. 3355. City of Clarkston v. Washington-Idaho Water, Light & Power Company. Polluted water. Closed. Conditions remedied.

No. 3356. Mr. McKie (Centralia) v. North Pacific Public Service Company. Meter. Closed. Adjusted.

No. 3357. W. D. Finley (Spokane) v. Spokane Falls Gas Light Company. \$5.00 deposit. Pending.

No. 3358. Elbe Lumber & Shingle Company (Elbe) v. Railroads. Installation of scales. Pending.

No. 3359. F. J. Fleischer (Prescott) v. Pacific Power & Light Company. Electric service. Pending.

No. 3360. Investigation death of Wm. N. Akin, September 28, 1918, at Bellingham, on line of Puget Sound Traction, Light & Power Company. Closed. Investigated.

No. 3361. A. J. Stewart (Aberdeen) v. Pacific Telephone & Telegraph Company. Phone extensions. Pending.

No. 3362. C. A. Cady (Tacoma) v. Pacific Telephone & Telegraph Company. \$5.00 readiness to serve charge. Pending.

No. 3363. Jay W. McCune (Tacoma) v. Pacific Telephone & Telegraph Company. Phone installation. Closed. Phone installed.

No. 3364. Investigation death of O. G. Storaasli, October 4, 1918, at Tacoma, on line of Tacoma Railway & Power Company. Closed. Investigated.

No. 3365. A. Bugge (Port Williams) v. Puget Sound Navigation Company. Steamer "Solduc" discontinued. Pending.

No. 3366. Mrs. Martha Stinett (Olympia) v. Northern Pacific Railway Company. Damage to household goods. Closed. Settled.

No. 3367. Mrs. R. H. Hyatt (Olympia) v. Transcontinental Freight Company. Claim for damages. Closed. Claim paid.

No. 3368. E. C. Burlingame (Walla Walla) v. Railroads. Car shortage. Pending.

No. 3369. G. C. Gardner (Edgerton, Alberta) v. Northern Pacific Railway Company. Overcharge. Closed. No jurisdiction over interstate shipments.

No. 3370. United Copper Mining Company (Spokane) v. Great Northern Railway Company. Rate on ore. Pending.

No. 3371. Silver Basin Mining Company (Davenport) v. Phoenix Lumber Company. Filing of tariffs. Pending.

No. 3372. American Audit Company (Spokane) v. Northern Pacific Railway Company. Overcharge on screenings. Closed.

No. 3373. Investigation death of John Henry Currin, October 8, 1918, at Prosser, on line of Pacific Power & Light Company. Closed. Investigated.

No. 3374. Citizens of Milton v. Tacoma Railway & Power Company. Increased rates. Pending.

No. 3375. Citizens of Pasco v. Pacific Power & Light Company. Unhealthful water. Pending.

No. 3376. Mrs. James Lytle (Hoquiam) v. Grays Harbor Railway, Light & Power Company. Electric service. Pending.

No. 3377. A. P. Caillier (Tacoma) v. Pacific Telephone & Telegraph Company. Failure to secure service. Pending.

No. 3378. Investigation death of Japanese boy, October 14, 1918, at Sicades, on Puyallup Short Line. Closed. Investigated.

No. 3379. Investigation death of unknown man, October 10, 1918, at Seattle, on line of Northern Pacific. Closed. Investigated.

No. 3380. Investigation death of Mrs. W. M. Rodgers, October 16, 1918, at Meredith Station, on line of Puget Sound Electric. Closed. Investigated.

No. 3381. Pacific Coast Shippers' Association (Seattle) v. Northern Pacific Railway. Rate on logs. Pending.

No. 3382. Pacific Coast Shippers' Association (Seattle) v. Great Northern Railway. Refund on ticket. Pending.

No. 3383. James Kiefer (Seattle) v. Seattle Lighting Company. Re-reading of meter. Pending.

No. 3384. Residents of Washougal v. Washougal Water Company. Water supply. Pending.

No. 3385. Residents of Vancouver v. Portland Railway, Light & Power Company. Inability to secure light service. Pending.

No. 3386. Dyer Bros. Co. (Beverly) v. Chicago, Milwaukee & St. Paul Railway. Station facilities at Smyrna. Pending.

No. 3387. J. M. Hoff (Ridgefield) v. Western Union. Non-delivery of messages. Pending.

No. 3388. Investigation death of G. Watanabe, September 30, 1918, Seattle, on line of Great Northern Railway. Closed. Investigated.

No. 3389. Tacoma Lumber Company (Tacoma) v. Northern Pacific Railway Company. Demurrage. Pending.

No. 3390. J. H. Sexsmith (Metaline Falls) v. Bailey & Nelson. Ferry rates. Pending.

No. 3391. Sam Fitz (Bremerton) v. Intercity Express Company. Overcharge. Closed.

No. 3392. O. J. Foster (Walla Walla) v. Pacific Power & Light Company. \$125.00 deposit. Pending.

No. 3393. F. F. Summers (Tacoma) v. Pacific Telephone & Telegraph Company. Installation. Closed. Service rendered.

No. 3394. Town of Waterville v. Wenatchee Valley Gas & Electric Company. Transmission line unsafe. Pending.

No. 3395. Yakima Motor Inn (Yakima) v. Pacific Power & Light Company. Power service. Pending.

No. 3396. Investigation death of Miss Clara Olson, November 6, 1918, Tacoma, on line of Tacoma Railway & Power Company. Pending.

No. 3397. Investigation death of Harry Henderson, November 6, 1918, Burnett, on line of Northern Pacific Railway. Pending.

No. 3398. John P. Fay (Seattle) v. Pacific Telephone & Telegraph Company. Installation. Pending.

No. 3399. Mrs. C. H. Manners (Underwood) v. Northwestern Electric Company. Service. Pending.

No. 3400. Oregon-Washington Telephone Company v. Pacific Telephone & Telegraph Company. \$3.00 connecting charge. Pending.

No. 3401. F. N. Eaton (Chambers Prairie) v. Oregon-Washington Railroad & Navigation Company. Non-delivery of household goods. Pending.

No. 3402. Rev. James M. Thompson (Yakima) v. Cowiche Telephone Company. Name omitted from directory. Closed. Adjusted.

No. 3403. A. D. Foster (Bellingham) v. Pacific Telephone & Telegraph Company. Installation refused. Pending.

No. 3404. Granger Brick & Tile Company (Yakima) v. Oregon-Washington Railroad & Navigation Company. Spur removal. Closed. Adjusted.

No. 3405. Investigation death of George C. Stanke, November 12, 1918, at Everett, on line of Northern Pacific Railway. Pending.

No. 3406. Investigation death of Calvin Conrad, November 15, 1918, East Hobart Station, on Pacific Coast Railway. Pending.

No. 3407. Residents of Mima v. Northern Pacific Railway. Rebuilding of depot and train (No. 421) stop. Pending.

No. 3408. St. Paul & Tacoma Lumber Company (Tacoma) v. Northern Pacific Railway Company. Demurrage. Pending.

No. 3409. David Stuart (Seattle) v. Pacific Northwest Traction Company. Switching. Pending.

No. 3410. Louis Gilbert (Seattle) v. Pacific Telephone & Telegraph Company. Refund. Pending.

No. 3411. John Robin (Castle Rock) v. Castle Rock Water Company. Water turned off. Closed. Ruling made.

No. 3412. Investigation death of Peter Swartz, November 18, 1918, at Elwha Station, on line of Seattle, Port Angeles & Western. Pending.

No. 3413. Elmer S. Smith (Centralia) v. Eastern Railway & Lumber Company (Centralia). Common carrier privileges. Pending.

No. 3414. Investigation death of W. S. Spellberger, November 20, 1918, Tacoma, on line of Chicago, Milwaukee & St. Paul Railway. Pending.

No. 3415. Henry A. Daubert (Buckley) v. McNeely Logging Company. Operating train without headlight. Pending.

No. 3416. F. W. Tempes (Vancouver) v. North Coast Power Company. Main connection. Pending.

No. 3417. J. W. Doughty (Sedro Woolley) v. Great Northern and Northern Pacific Railways. Excessive rate on car of coal. Pending.

No. 3418. J. M. Russell (Joyce) v. Siems-Carey and H. S. Kerbaugh Corporation. Violating train rules.

No. 3419. Commission v. Puget Sound Traction, Light & Power Company. Violation electric code. Pending.

REPORT OF CHIEF ENGINEER.

Olympia, Wash., Nov. 23, 1918.

The Public Service Commission of Washington,
Olympia, Washington.

Gentlemen: According to your request, I am submitting a record of the work done by the Engineering Department since it has been under my supervision from January 1st to November 30th, 1918.

The Washington Water Power Company.

The completion of the appraisal of the above mentioned property was probably the most important work carried out by this department throughout the year. This work has been going on for over a period of three years, and the final report consisted of three large volumes, containing over 1,100 pages. Hearings were held in Spokane on February 4th and April 24th, subsequent to which the Commission placed a value on the entire property, as of December 31, 1917, owned by the above corporation in Washington. This value was in turn apportioned to the different towns and localities served by this utility. A study was also made of the earnings acquired from the various rates in each town for 1917, and representatives of each community have been furnished with a copy of each of these reports. In all, four separate hearings have been held in Spokane relative to the above named properties, and it is probable further hearings will be held in several of the rural towns served by this utility.

Seattle Lighting Company.

On January 9th a hearing was held in Seattle relative to an increase in gas rates and subsequently the Commission, from data submitted by this department, ordered higher rates put in effect. This corporation has since applied for a still further increase in rates by the elimination of the existing discounts on monthly bills, and we are at present compiling a report on the earnings, expenses, etc., since the previous investigation.

North Pacific Public Service Company.

(Centralia and Chehalis.)

The North Pacific Public Service Company made application for an increase in gas rates in the cities of Centralia and Chehalis served by them. This department made a detailed analysis of the earnings and operations of this company covering a period of five years, and also made a close study of the consumers' monthly bills for 1917. A hearing was held at Chehalis and the engineering report submitted from which data the Commission issued an order allowing the increased rates asked for.

Pacific Power and Light Company.

(North Yakima.)

The above mentioned corporation made application for an increase in gas rates and after a careful investigation of the increased cost of making gas as

well as an analysis of earnings and operations, a report was submitted at a hearing held in Yakima. From computations submitted by this department a new schedule of rates were put in effect.

Pacific Power and Light Company.

(Walla Walla.)

This case was very similar to the one at Yakima and was investigated in the same way and at about the same time, after which a hearing was held at Walla Walla.

Spokane Gas and Fuel Company.

In March the Spokane Gas and Fuel Company made application for an increase in rates. This corporation had been operating under a schedule of rates put in effect by the former Public Service Commission in 1913. A very careful analysis was made of the operations from 1913 to 1917 and a complete study of the consumer data for 1917 from the consumer's ledger. A still further study was made of all consumers who use 1,000 cubic feet of gas or less to ascertain the salary earned by this class of consumer, what his occupation was, the character of the use of the gas, etc. This detail was obtained by sending a questionnaire to each of these consumers and enclosing an envelope for reply. In conjunction with the above reports a report was submitted to the Commission by Mr. Stryker of the state board of inspection of public offices. After a hearing held in Spokane in May the Commission ordered a new rate schedule.

North Pacific Public Service Company.

(Aberdeen.)

The North Pacific Public Service Company operates a gas property in Aberdeen and in August applied for an increase in rates. A detailed study was made similar to that undertaken in Spokane, a report submitted and a hearing held in September. No order has been made so far.

Edmonds Springs Water Company.

The Edmonds Springs Water Company made application for an increase in rates. This Department made a detailed appraisal of the property which served as a basis of valuation. A complete analysis of the earnings and operating expenses was also made as of December 31, 1917. The Commission held a hearing in March and from the evidence submitted allowed the increase in rates.

Riverton Water Company.

On complaint of the residents of this community your engineering department made a field investigation of this system and also an analysis of past and present financial operations and submitted a report to you.

Washington Power, Light and Water Company.

(Anacortes.)

The property of the Washington Power, Light and Water Company was valued by this Commission in 1917, but since that time various complaints have been received from the city of Anacortes, as to water pressure and quality of supply. Several reports have been submitted to you during the year by

this Department, the last one made having called for a hearing at Anacortes at which the manager of the corporation promised to make some much needed improvements.

Marcus Light and Water Company.

An investigation was made of the accounts and records of this company during 1917 but for the purpose of completing the Commission's records and also to ascertain the valuation of the property, your engineering department made a detailed cost of reproduction of both the water and light and power system, as of December 31, 1916, to conform to the previous report submitted. The cost of reproduction submitted was somewhat higher in total than the cost of the property, the difference being principally due to the 1916 price of copper and equipment used in the cost of reproduction. This report was submitted to the Commission.

Richmond Beach Telephone Company.

For the purpose of completing the records of the Commission, an analysis of the records of this company was made, showing the cost of reproduction as of September 30, 1914, and also the additions to property up to December 31, 1917. Statement of revenues, operating expenses, and a statement showing the revenues derived from various classes of business are embodied in this report.

Seattle and Rainier Valley Railway Company.

A cost of reproduction of this property, then known as the Seattle, Renton and Southern Railway, was made by this Department as of June 30, 1914. The present report has brought the records of this property down to December 31, 1917, and contains all additions to property since June 30, 1914, and all earnings, expenses, car miles and other operating statistics from 1914 to 1917, as well as a record of the price paid for power to the Puget Sound Traction, Light and Power Company.

**Puget Sound International Railway & Power Company.
(Everett.)**

An investigation was made by this Department of the light and power system of the above named corporation. The purpose of this investigation was to complete the records of this case which was opened in 1915 by an investigation of the rates charged for electricity. The 1915 investigation did not show a clear segregation of the earnings and expenses of this corporation between light and power. In the present report an attempt has been made to show the net results of the lighting business as apart from the power for the year 1917, and also shows the earnings, expenses and income statement of the light and power system in total for the years 1914 to 1917. An attempt has also been made in this report to assign to the lighting system and power system their respective portions of the valuation of this property. This report is completed and has been submitted to the Commission.

Puget Sound Telephone Company.

This company operates in various cities in the northern part of the state with its headquarters at Everett. In 1917 this Department made a preliminary investigation of this corporation, but as the properties taken over in

the consolidation had not all been tied in at that time it was decided to wait until such work had been accomplished before making a final report. This year your engineering department made a field inspection of all exchanges and toll lines and estimated the portions of duplicate plant taken over in the consolidation. At the same time our engineers and accountant investigated the books, and ascertained the earnings, expenses, and rate of return earned up to June 30, 1918, also any additions that had been made to the property since the date of consolidation.

Unfortunately the Puget Sound Telephone Company at the time of our investigation had not segregated to each exchange the revenues, expenses, and property necessary, so we were only able to show the rate of return earned on the entire property. The Commission requested the management to immediately segregate these records and to keep them segregated in the future to each exchange so that a separate analysis and rate study could be made for each community served. About this time the telephone and telegraph systems were taken over by the United States Government and put under the supervision of the postmaster general, so for the present the question of these telephone rates stand in abeyance as far as this Department is concerned, although a report is compiled.

Central Washington Gas Company.

(Wenatchee.)

This corporation applied for an increase in gas rates and your engineering department made a survey and investigation of the situation up to July 31, 1918. The usual statements of plant account, earnings, operating expenses, income, over a period of years as well as gas statistics for this community were embodied in the report. No complaint being offered against the proposed increase in rates, they went into effect automatically.

Willapa Electric and Willapa Power Companies.

(South Bend.)

The above companies were made the object of a recent investigation relative to the competitive sale of light and power in the city of South Bend.

The Willapa Power Company came into the field already served by the Willapa Electric Company in 1915 and reduced the rates for electrical energy and the net result has been a loss to both companies. On account of the fact that the Willapa Electric Company had purchased two properties formerly operating in South Bend it was not possible to get an accurate statement of the cost of their property. The Willapa Power Company, however, being recently constructed, very complete records were obtained of the actual cost of construction up to August 31, 1918. As far as it was possible to obtain the information complete studies were made of the operating expenses, revenues, and consumer statistics so that the report contained statements from 1913 to August, 1918.

A hearing was held at South Bend on October 28, 1918, and the engineering report submitted.

Summary.

Beside the above formal cases this Department has conducted electrical and gas meter tests, docks and bridge inspections, as well as various other small complaints which come to us throughout the course of the year.

The Commission is well aware of the inroads the war has made in this Department, the former chief engineer, and two trained assistants having left our staff prior to January 1, 1917. Mr. J. S. Simpson, chief accountant, also resigned in March to take up a position with a large corporation. Notwithstanding these handicaps we have been able to finish up all outstanding cases left over from last year, requiring engineering work and are at present engaged on current investigations.

I wish to take this opportunity to thank those assistants who have so ably helped me in fulfilling the obligations of this important work.

The total expenditure of this Department for the year has been \$11,000.00. which, I think you will agree with me, is a very reasonable sum for the work accomplished.

Respectfully yours,

D. F. McCURRACH,

Chief Engineer.

REPORT OF TRACK SCALE EXPERT.

December 1, 1918.

The Public Service Commission of Washington, Olympia.

Gentlemen: I am pleased to hand you herewith my seventh annual report of railroad track scale testing in the State of Washington, and including eleven scales tested in the state of Idaho by request of carriers in this state. These tests cover a period from December 1, 1917, to November 30, 1918.

In testing scales, as shown in attached list, I used our Washington and Oregon scale test car No. 1, weight 60,000 pounds, wheelbase 6 feet, while testing.

I am also attaching a list of all railroad track scales tested, showing their location, number, beam equipment, capacity in tons, kind of foundation and date of each test; also errors as shown per section by general average, light or heavy.

Summary of Scales Tested.

Total number of scales tested.....	109
Total number of tests made.....	146
Scales tested belonging to carriers.....	66
Scales tested belonging to industries.....	32
Scales tested in state of Idaho.....	11
Scales tested and not sealed, carriers.....	2
Scales tested and not sealed, industries.....	2
Scales tested and our seal removed, carriers.....	2
Scales tested and our seal removed, industries.....	2
Scales tested and without our seal, carriers.....	1
Scales tested and without our seal, industries.....	2
Number of scales refitted since last report.....	16
Number of days employed making tests.....	242
Salary and expense incident to making tests.....	\$2,488.29
Average cost per test, about.....	\$18.75

In making the above tests the scale test car traveled about 8,000 miles.

Seals Removed From Carrier Scales.

Northern Pacific Railway Company—Mendota, Wash., July 10, 1918.

Northern Pacific Railway Company—Pasco, Wash., October 27, 1918.

Seals Removed From Industrial Scales.

Ritzville Flouring Mill—Ritzville, Wash., April 4, 1918.

Washington Union Coal Company—Tono, Wash., July 8, 1918.

Carrier Scales Resealed.

Northern Pacific Railway Company—Pasco, Wash., November 23, 1918.

Scales Refitted and Tested.

Washington Union Coal Company—Tono, Wash., No. 175400, Feb., 1918.

Washington Union Coal Company—Tono, Wash., No. 175403, Feb., 1918.

Chicago, Milwaukee & St. P. Ry. Co.—Newport, Wash., No. 190055, Aug., 1918.

Chicago, Milwaukee & St. P. Ry. Co.—Cedar Falls, Wn., No. 196698, Aug., 1918.

Spokane & Inland Empire Ry. Co.—Spokane, Wash., No. 170910, Dec., 1917.

Northern Pacific Railway Co.—Wingate, Wash., No. 127154, Jan., 1918.

Northern Pacific Railway Co.—Centralia, Wash., No. E33690, April, 1918.

Northern Pacific Railway Co.—Seattle, Wash., No. 191423, Feb., 1918.

Northern Pacific Railway Co.—Sumas, Wash., No. 140241, Feb., 1918.

Northern Pacific Ry. Co.—Tacoma, Wn. (head of bay), No. E231793, June, 1918.

Great Northern Railway Co.—Tacoma, Wash., No. 190887, Jan., 1918.

Great Northern Railway Co.—Northport, Wash., No. 117185, Sept., 1918.

Spokane Valley & Northern Ry. Co.—Valley, Wash., No. 143283, Jan., 1918.

Refitted But Not Tested.

Northern Pacific Railway Company—Cle Elum, Wash.

Northern Pacific Railway Company—Auburn, Wash., No. 1.

Northern Pacific Railway Company—Auburn, Wash., No. 2.

Northern Pacific Railway Company—Bellingham, Wash.

New Scales Tested Since Last Report.

Newaukum Valley Railroad Company, Onalaska, Washington, Fairbanks scale No. E 476063, 50-foot platform, 100-ton capacity, installed November, 1917, tested February 12, 1918.

Pacific Shipping & Fuel Company, Grand Ridge, Washington, Howe scale No. 1021225, 50-foot platform, 100-ton capacity, installed June, 1918, tested June 12, 1918.

Pacific Coast Steel Company, Seattle, Washington, Fairbanks scale No. E 486467, 50-foot platform, 150-ton capacity, installed July, 1918, tested July 15, 1918.

Sprague Roller Mill, Sprague, Washington, Fairbanks scale, refitted No. 135283, 50-foot platform, 80-ton capacity, installed December 21, 1918, tested December 21, 1918.

Utah Idaho Sugar Company, Yakima, Washington, Fairbanks scale No. E 346870, 50-foot platform, 100-ton capacity, installed about July, 1918, tested September 22, 1918.

Vulcan Manufacturing Company, Seattle, Washington, Fairbanks scale No. E 535400, 50-foot platform, 80-ton capacity, installed September, 1918, tested October 4, 1918.

Northwest Magnesite Company, Chewelah, Washington, Fairbanks scale No. E 487520, 50-foot platform, 100-ton capacity, installed August, 1918, tested November 17, 1918.

Spokane Valley & Northern Railway Company, Valley, Washington, Fairbanks refitted No. 143283, 50-foot platform, 80 tons capacity, installed June, 1918, tested November 18, 1918.

New Scale Being Installed.

Spokane, Portland & Seattle Railroad Company, Vancouver, Washington, Strait Scale Company, 150-ton capacity, 50-foot platform, steel construction.

Calibrating of Scale Test Car.

As we do not have a master scale in this state, I have been checking our test car with the O. S. L. test car, weight 40,000 lbs. and tested out on their master scale at Salt Lake City, Utah; and the S. P. Company test car, weight 40,000 lbs. and tested out on their master scale at Oakland, California.

Our test car was checked with the O. S. L. test car at Huntington, Oregon, March 5, 1918, and with the S. P. Company test car at Roseburg, Oregon, March 20, 1918, and again at Roseburg, August 25, 1918.

Repairs to Test Car.

The Great Northern Railway Company, at their Hillyard shops, April 13, 1918, furnished one pair of wheels and axles, one drawbar and three brake shoes. No invoice for same has been received.

In conclusion I am pleased to state that I have received as good service from the carriers as could be expected under present conditions.

Respectfully submitted,

GEORGE H. KAISER,

Scale Expert.

LIST OF SCALES TESTED.

LOCATION	Scale Number	Beam Equip.	Cap. Tons	Foundation	Date Tested	Error
NORTHERN PACIFIC RAILWAY COMPANY—						
Walla Walla, Wash.....	143,296	Plain..	80	Concrete.	Dec. 3, 1917	62 H
					May 14, 1918	40 L
					Oct. 28, 1918	42 H
Spokane, Wash.....	158,887	T. R..	100	Stone.....	Dec. 20, 1917	107 H
					April 12, 1918	.....
South Tacoma, Wash.....	3,855	T. R..	100	Concrete.	Feb. 16, 1918	110 H
South Tacoma, Wash.....	E239,064	T. R..	150	Concrete.	Feb. 18, 1918	52 H
Tacoma, Moon Yard, Wash.....	E55,390	T. R..	100	Stone.....	Feb. 19, 1918	76 H
Wingate, Wash.....	127,154	T. R..	100	Concrete.	Feb. 21, 1918	84 H
Sumas, Wash.....	140,241	T. R..	100	Concrete.	Feb. 25, 1918	40 H
Pasco, Wash.....	205,218	T. R..	125	Concrete.	April 3, 1918	88 H
					Oct. 27, 1918	68 H
					Nov. 23, 1918	.....
Cheney, Wash.....	128,635	T. R..	125	Concrete.	April 5, 1918	28 L
Yardley.....	E35,039	T. R..	125	Concrete.	April 11, 1911	76 L
Centralia, Wash.....	E33,690	T. R..	125	Concrete.	May 24, 1916	100 H
Seattle, 2nd Ave., Wash.....	191,423	T. R..	100	Concrete.	June 18, 1918	28 L
Seattle, Middle Yards, Wash.....	190,398	T. R..	100	Concrete.	June 19, 1918	44 L
Interbay Seattle, Wash.....	170,581	T. R..	100	Concrete.	June 20, 1918	82 H
Tacoma, Head of Bay, Wash.....	E231,793	T. R..	150	Concrete.	June 24, 1918	20 H
					Sept. 17, 1918	25 L
Tacoma, Head of Bay, Wash.....	143,489	Plain..	100	Concrete.	June 24, 1918	42 L
Hoquiam, Wash.....	E18,043	T. R..	125	Concrete.	June 29, 1918	16 H
Mendotta, Wash.....	190,314	T. R..	100	Pile.....	July 10, 1918	253 L
Everett, Wash.....	None	T. R..	100	Concrete.	July 31, 1918	16 H
Snohomish, Wash.....	E83,048	T. R..	125	Concrete.	Aug. 1, 1918	112 H
Burnett, Wash.....	E72,614	T. R..	100	Stone.....	Sept. 10, 1918	4 L
Wilkeson, Wash.....	None	T. R..	80	Concrete.	Sept. 10, 1918	40 L
Fairfax, Wash.....	None	T. R..	100	Concrete.	Sept. 11, 1918	76 L
Auburn No. 1, Wash.....	E35,045	T. R..	125	Concrete.	Sept. 16, 1918	72 H
Auburn No. 2, Wash.....	E35,050	T. R..	125	Concrete.	Sept. 16, 1918	144 L
Kanaskat, Wash.....	197,217	T. R..	125	Concrete.	Sept. 19, 1918	76 H
Ellensburg, Wash.....	E43,497	T. R..	100	Concrete.	Sept. 20, 1918	324 H
Yakima, Wash.....	None	T. R..	100	Concrete.	Sept. 21, 1918	80 H
NEWAUKUM VALLEY RAILWAY COMPANY—						
Onalaska, Wash.....	E476,063	T. R..	100	Concrete.	Feb. 12, 1918	144 H
SPOKANE VALLEY & NORTHERN RAILWAY COMPANY—						
Valley, Wash.....	143,283	T. R..	80	Concrete.	Nov. 18, 1918	320 H
OREGON, WASHINGTON RAILROAD & NAVIGATION COMPANY—						
Walla Walla, Wash.....	191,297	T. R..	100	Concrete.	Dec. 4, 1917	50 H
					May 14, 1918	4 L
					Oct. 28, 1918	70 H
Tekoa, Wash.....	191,292	T. R..	100	Concrete.	Dec. 7, 1917	75 H
					May 7, 1918	.....
					Nov. 2, 1918	45 H
Spokane, Wash.....	192,275	T. R..	100	Concrete.	Dec. 8, 1917	116 H
					May 6, 1918	.....
					Nov. 6, 1918	33 H
Spokane, Wash., New Yard.....	E305,736	T. R..	150	Concrete.	May 6, 1918	.....
					Nov. 7, 1918	105
Enaville, Idaho.....	190,580	T. R..	100	Concrete.	May 8, 1918	44 H
Wallace, Idaho.....	191,303	T. R..	100	Concrete.	May 9, 1918	250 H
					Nov. 4, 1918	33 H
Tacoma, Wash.....	190,521	T. R..	100	Pile.....	May 27, 1918	.....
Argo, Seattle, Wash.....	204,094	T. R..	150	Pile.....	May 28, 1918	15 H
Seattle, Wash.....	E307,437	T. R..	150	Pile.....	May 28, 1918	90 L
Aberdeen, Wash.....	196,603	T. R..	150	Concrete.	June 28, 1918	52 L
Cosmopolis, Wash.....	E18,049	T. R..	150	Pile.....	June 28, 1918	45 L
Tono, Wash.....	175,400	D. B..	100	Concrete.	July 8, 1918	288 H
					Oct. 7, 1918	48 H
Tono, Wash.....	175,403	D. B..	100	Concrete.	July 8, 1918	.....
					Oct. 7, 1918	253 H
Yakima, Wash.....	190,642	T. R..	100	Concrete.	Sept. 21, 1918	66 H

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Beam Equip.	Cap. Tons	Founda- tion	Date Tested	Error
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—						
Spokane, Wash.....	E137,786	T. R..	100	Concrete.	Dec. 12, 1917	125 L
					April 27, 1918	40 L
					Nov. 7, 1918	80 H
Spirit Lake, Idaho.....	170,911	T. R..	100	Concrete.	April 29, 1918	40 H
					Nov. 8, 1918	32 L
Newport, Wash.....	190,055	T. R..	100	Concrete.	April 30, 1918	28 H
					Nov. 11, 1918	258 H
Elk River, Idaho.....	E128,541	T. R..	100	Concrete.	May 2, 1918	15 L
St. Maries, Idaho.....	134,313	T. R..	100	Concrete.	May 5, 1918	5 H
Seattle, Wash.....	206,008	T. R..	100	Concrete.	June 1, 1918	35 L
Vanasselts, Wash.....	170,994	Plain..	100	Concrete.	June 3, 1918	20 L
Cedar Falls, Wash.....	E35,050	T. R..	100	Concrete.	June 4, 1918	75 H
					Sept. 30, 1918	5 L
Everett, Wash.....	204,016	T. R..	100	Concrete.	June 6, 1918	70 H
Tacoma, Wash.....	204,097	T. R..	100	Concrete.	June 25, 1918	20 L
Bismarck, Wash.....	137,143	Plain..	80	Concrete.	June 26, 1918	80 H
McKenna, Wash.....	175,577	Plain..	80	Concrete.	June 27, 1918	.....
GREAT NORTHERN RAILWAY COMPANY—						
Spokane, Wash.....	205,582	T. R..	100	Concrete.	Dec. 14, 1917	116 H
					April 12, 1918	36 L
					Nov. 13, 1918	140 H
Tacoma, Wash.....	190,887	T. R..	100	Pile.....	Feb. 23, 1918	74 H
Hillyard, Wash.....	E128,500	T. R..	150	Concrete.	April 13, 1918	.....
Northport, Wash.....	107,185	T. R..	80	Concrete.	April 15, 1918	100 H
					Nov. 15, 1918	200 H
Interbay, Wash.....	143,483	T. R..	100	Pile.....	June 20, 1918	16 H
Delta, Wash.....	3,643	T. R..	100	Concrete.	July 16, 1918	60 H
Leavenworth, Wash.....	3,628	T. R..	100	Concrete.	July 17, 1918	15 H
Oroville, Wash.....	158,027	T. R..	100	Concrete.	July 19, 1918	40 L
Burlington, Wash.....	143,465	Plain..	80	Concrete.	July 24, 1918	12 H
South Bellingham, Wash.....	143,179	Plain..	80	Wood....	July 25, 1918	70 H
SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY—						
Vancouver, Wash.....	190,298	T. R..	100	Concrete.	Feb. 5, 1918	60 H
					Oct. 22, 1918	20 L
Fallbridge, Wash.....	190,299	Plain..	100	.....	April 1, 1918	12 H
					Oct. 24, 1918	4 H
SPOKANE & INLAND EMPIRE RAILWAY COMPANY—						
Spokane, Wash.....	170,910	T. R..	100	Concrete.	April 20, 1918	28 H
SPOKANE INTERNATIONAL RAILWAY COMPANY—						
Sand Point, Idaho.....	821,234	T. R..	100	Concrete.	Dec. 10, 1917	244 H
					April 23, 1918	28 L
Spokane, Wash.....	170,711	T. R..	100	Concrete.	Dec. 11, 1917	168 H
					April 20, 1918	8 L
Eastport, Idaho.....	170,710	T. R..	100	Concrete.	April 22, 1918	8 L
PACIFIC COAST RAILROAD COMPANY—						
Seattle, Wash.....	202,636	T. R..	150	Concrete.	May 29, 1918	15 H
Renton, Wash.....	191,205	T. R..	100	Concrete.	May 30, 1918	5 L
Black Diamond, Wash.....	None	T. R..	100	Concrete.	May 31, 1918	56 L
PUGET SOUND & WILLAPA HARBOR RAILWAY COMPANY.						
Centralia, Wash.....	E286,739	T. R..	100	Concrete.	July 1, 1918	.....
BELLINGHAM & NORTHERN RAILWAY COMPANY—						
Sumas, Wash.....	E286,739	T. R..	100	Pile.....	Feb. 26, 1918	12 H
WASHINGTON, IDAHO & MONTANA RAILWAY COMPANY—						
Potlatch, Idaho.....	158,387	T. R..	100	Concrete.	May 3, 1918	72 L

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Beam Equip.	Cap. Tons	Founda- tion	Date Tested	Error
INDUSTRIAL TRACK SCALES						
PUGET SOUND TRACTION, LIGHT & POWER COMPANY—						
Renton, Wash.....	196,726	T. R..	100	Concrete.	June 17, 1918	72 L
Georgetown, Seattle, Wash.....	191,434	T. R..	100	Concrete.	June 17, 1918	100 L
WASHINGTON WATER POWER COMPANY—						
Jamison, Wash.....	190,332	T. R..	100	Concrete.	April 10, 1918	44 H
HEOLA MINING COMPANY—						
Burke, Idaho.....	E50,851	T. R..	150	Concrete.	May 9, 1918	70 L
Gem, Idaho.....	166,366	T. R..	100	Concrete.	May 10, 1918	23 L
BUNKER HILL SMELTER COMPANY—						
Kellogg, Idaho.....	E330,090	T. R..	100	Concrete.	May 11, 1918	28 H
RITZVILLE FLOUR MILL—						
Ritzville, Wash.....	E46,952	T. R..	100	Concrete.	April 4, 1918	188 H
					Nov. 22, 1918	180 H
HAMMOND FLOUR MILL—						
Seattle, Wash.....	None	T. R..	60	Concrete.	Sept. 28, 1918	45 L
SPOKANE FLOUR MILL—						
Spokane, Wash.....	175,600	T. R..	100	Trestle...	Dec. 18, 1918	60 H
					April 19, 1918	20 L
NORTHERN GRAIN & MILLING COMPANY—						
Walla Walla, Wash.....	190,356	T. R..	100	Concrete.	Dec. 4, 1917	76 H
PACIFIC COAST STEEL COMPANY—						
Seattle, Wash.....	E486,467	T. R..	150	Concrete.	July 15, 1918	56 L
PACIFIC CAR & FOUNDRY COMPANY—						
Renton, Wash.....	E128,581	T. R..	100	Concrete.	Aug. 2, 1918	8 L
TACOMA SMELTING COMPANY—						
Ruston, Wash.....	E79,451	T. R..	100	Concrete.	Aug. 5, 1918	.....
Ruston, Wash.....	162,617	T. R..	100	Concrete.	Aug. 6, 1918	36 L
DRUMMOND LIGHTERAGE COMPANY—						
Seattle, Wash.....	740,553	T. R..	100	Wood....	June 10, 1918	38 L
SPRAGUE ROLLER MILLS—						
Sprague, Wash.....	135,283	Plain..	80	Concrete.	Dec. 21, 1917	46 L
					Nov. 21, 1918	40 H
UTAH, IDAHO SUGAR COMPANY—						
Yakima, Wash.....	E346,400	T. R..	100	Concrete.	Sept. 22, 1918	108 H
VULCAN MANUFACTURING COMPANY—						
Seattle, Wash.....	E535,400	T. R..	80	Concrete.	Oct. 4, 1918	286 L
HENRY McCLEARY TIMBER COMPANY—						
McCleary, Wash.....	None	Plain..	60	Concrete.	Oct. 9, 1918	22 H
QUARTERMASTER VANCOUVER BAR- RACKS—						
Vancouver, Wash.....	175,896	T. R..	100	Concrete.	Oct. 21, 1918	28 L
CLEAR LAKE LUMBER COMPANY—						
Clear Lake, Wash.....	128,581	T. R..	100	Concrete.	July 30, 1918	.....
THE OLYMPIC PORTLAND CEMENT COMPANY—						
Bellingham, Wash.....	E50,809	T. R..	100	Concrete.	July 27, 1918	4 L

SCALES TESTED—CONTINUED.

LOCATION	Scale Number	Beam Equip.	Cap. Tons	Founda- tion	Date Tested	Error
INTERNATIONAL PORTLAND CEMENT COMPANY— Irvin, Wash.....	E48,508	T. R..	100	Concrete.	April 25, 1918	16 H
INLAND EMPIRE PAPER COMPANY— Millwood, Wash.....	196,639	T. R..	100	Concrete.	April 26, 1918	44 H
UNITED COAL SALES COMPANY— Seattle, Wash.....	166,832	T. R..	100	Concrete.	June 10, 1918	.....
PASCO FLOUR MILLS COMPANY— Pasco, Wash.....	E289,457	T. R..	100	Concrete.	April 3, 1918	.....
FALLS CITY MILL & FEED COMPANY— Spokane, Wash.....	154,835	T. R..	80	Concrete.	Dec. 19, 1917	100 H
GRIFFIN WHEEL COMPANY— South Tacoma, Wash.....	840,606	T. R..	100	Concrete.	Feb. 16, 1918	104 H
PACIFIC SHIPPING & FUEL COM- PANY— Grand Ridge, Wash.....	1,021,425	T. R..	100	Concrete.	June 12, 1918	44 L
PORT OF SEATTLE— Seattle, Wash.....	E286,784	T. R..	100	Concrete.	Sept. 26, 1918	4 H
BLOEDEL-DONOVAN LUMBER COM- PANY— Larson, Wash.....	E46,946	T. R..	100	Concrete.	July 29, 1918	30 L
CENTENNIAL MILL COMPANY— Spokane, Wash.....	143,462	T. R..	100	Stone.....	Dec. 17, 1917 April 18, 1918	58 L 60 H
WASHINGTON GRAIN & MILLING COM- PANY— Reardan, Wash.....	E35,043	T. R..	100	Concrete.	April 6, 1918	116 H
WENATCHEE MILLING COMPANY— Wenatchee, Wash.....	190,864	T. R..	100	Concrete.	July 18, 1918	8 L
NORTHWEST MAGNASITE COMPANY— Chewelah, Wash.....	E487,520	T. R..	100	Concrete.	Nov. 17, 1918	None

STATUS OF CASES IN COURTS.

Public Service Commission, Olympia, Washington.

Gentlemen: At your request we have prepared and are enclosing herewith a list of the Commission's cases pending in the various state and federal courts, together with a list of official opinions given to your Department by the Attorney General since November 21, 1917.

Yours respectfully,

HANCE H. CLELAND,

Assistant Attorney General.

In the Supreme Court of the United States.

State ex rel. Puget Sound & Willapa Harbor Railway Company v. Public Service Commission. This is an appeal from the supreme court of the State of Washington reversing the Commission's order in re apportionment of costs of a safety device at a railway grade crossing. Our brief filed August 24, 1918.

In the United States District Courts.

Puget Sound Traction, Light & Power Company v. Public Service Commission and W. V. Tanner. Equity No. 60 (Alki Point case) relating to the Commission's order requiring service on that portion of the company's lines known as the Ballard Beach line and the cars on the Alki Point and Fauntleroy lines in the city of Seattle. This is the case that went to the supreme court of the United States on certain portions of the decision of the federal court, and on the remaining portions is to be set for trial.

Consumers' Ditch Company v. Public Service Commission. Action to enjoin enforcement of order of Commission. Pending on Commission's motion to quash service of writ. Commission's order is being complied with in the interim.

In the Supreme Court of the State of Washington.

State ex rel. Tacoma & Eastern Railway v. Public Service Commission and Northern Pacific Railway. Appeal from judgment of the superior court relating to the Commission's apportionment of the costs of an interlocking device at a grade crossing at Camp Lewis. This case has been argued in the supreme court and is pending their decision.

State ex rel. City of Seattle v. Public Service Commission and Seattle Lighting Company. An appeal from the order of the superior court sustaining the Commission in re increased gas rates in the city of Seattle. Pending.

State ex rel. Great Northern Railway v. Public Service Commission. An appeal by the railway from an order of the superior court sustaining the Commission in re back haul on grain milled in transit. Pending.

In the Superior Courts of the State of Washington.

State ex rel. City of Seattle v. Public Service Commission and Seattle Lighting Company. Superior court Thurston county. Review of Commission's order concerning gas rates in Seattle in 1915. The superior court denied the

writ of the city and the city gave notice of appeal, but appeal has not been perfected.

Consumers' Ditch Company v. Public Service Commission. In the superior courts of Benton and Thurston counties. Same parties and status as the case bearing the same title in the United States district court.

State ex rel. Great Northern v. Public Service Commission. Superior court Thurston county. A review concerning the location of a station at Chelan. This case was continued by stipulation between the railway company and the city of Chelan to May 1, 1919. Pending.

Northern Pacific Railway Company v. Public Service Commission and Seattle Pole & Pile Company. Superior court Thurston county. A review concerning an order of the Commission awarding reparation. The Commission reversed by the superior court. Appeal to be perfected to the supreme court.

State ex rel. Washington Power, Light & Water Company v. Public Service Commission. Superior court Thurston county. A review concerning valuation made by the Commission on the Anacortes Water Company. Pending.

State ex rel. Tacoma & Eastern Railway Company v. Public Service Commission. Superior court Thurston county. The company appealed to the supreme court of the State of Washington in this case, who reversed the judgment of the superior court sustaining the Commission in awarding reparation re overcharges. This case is to be re-argued in the superior court on a day to be set.

State ex rel. O.-W. R. & N. Railway v. Public Service Commission. Superior court Thurston county. A review of an order of the Commission concerning the rates and overcharges made to the North River Timber Company. To be set for argument.

Cases Disposed of Since November 21, 1917.

State ex rel. City of Seattle v. Public Service Commission and Puget Sound Traction, Light & Power Company. The supreme court of the state affirmed the judgment of the superior court of Thurston county sustaining an order of the Commission in re four cent car tickets in Seattle.

Spokane County v. Hayford et al. Superior court of Spokane county. A condemnation suit growing out of an order of the Commission directing the establishment of a grade crossing at Highland in Spokane county. This case was settled and the action dismissed.

State ex rel. Great Northern Railway v. Public Service Commission. Superior court Thurston county. A review of an order of the Commission requiring the railway company to stop its trains for express and passengers at Palmer Siding. The Commission sustained by the superior court.

Tacoma Railway & Power Company v. Public Service Commission. An action in mandamus in the supreme court of the State of Washington to compel the Commission to increase street car fares in the city of Tacoma to more than five cents, and to relieve the company of certain franchise provisions relating to paving between the tracks, etc. The application for mandamus denied.

State ex rel. Malaga Land Company v. Public Service Commission. Superior court of Thurston county. A review of an order of the Commission directing the company to render services in re irrigation project. Dismissed on motion of the Attorney General for want of prosecution.

Puget Sound Traction, Light & Power Company v. Public Service Commission. Supreme court of the State of Washington. The supreme court by a five to four decision reversed an order of the superior court of Thurston county sustaining the order of the Commission, requiring through service on the 23rd avenue line of the city of Seattle.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Supreme court of the State of Washington. The appeal of the light company from the order of the superior court sustaining the Commission was dismissed.

State ex rel. Chicago, Milwaukee & St. Paul Railway Company v. Public Service Commission and Schlaefer Warehouse Company. Supreme court of the State of Washington. The supreme court reversed the judgment of the superior court of Thurston county and directed a dismissal of the proceedings before the Commission. This case involved a complaint re overcharges.

State ex rel. Richmond Beach Telephone Company v. Public Service Commission. Superior court Thurston county. The subject-matter sought to be reviewed in this case was remanded to the Commission by stipulation in January, 1918.

State ex rel. Pacific Power & Light Company v. Public Service Commission. Superior court of Thurston county. The subject-matter of this review was remanded to the Commission at its request.

State ex rel. Hayford v. Public Service Commission. Supreme court of the State of Washington. The supreme court affirmed the judgment of the superior court of Spokane county sustaining an order of the Commission in re a grade crossing.

OPINIONS OF ATTORNEY GENERAL.

No. 972, December 20, 1917. Free or reduced rates may be legally granted by the Tacoma municipal lighting plant to the Ferry Museum.

No. 1001, May 21, 1918. Logging roads not common carriers not required by public service act to have electric headlights.

No. 1002, May 21, 1918. An elevator company operated for the benefit of its stockholders, their corporation papers being drawn up in such a way that it is a sort of closed corporation, may do a warehouse business without a license, provided its transactions are limited strictly to its membership or stockholders.

No. 1003, May 21, 1918. The Commission has no jurisdiction to regulate the rates, schedules or operation of auto stages carrying either passengers or freight.

No. 1004, May 21, 1918. The warehouse of the Eyres Storage & Distributing Company of Seattle, which is located on the waterfront immediately back of Pier C, commonly called "City Dock," and similar structures through which property is stored or handled from or to be shipped by water craft, are warehouses over which the Commission has jurisdiction.

No. 1032, July 22, 1918. The effect of the federal control act in taking over of the Spokane & Inland Empire Railroad by the government and the fixing of rates therefor by the director general, served only to suspend the legal intrastate rates and, the federal government having relinquished its control of that railroad and the jurisdiction given by the federal act, those intrastate rates in effect prior to government control are revived without further action on the part of the carriers or of your Commission.

No. 1035, July 29, 1918. The chief inspector of the grain department and his deputies are the parties lawfully empowered to inspect and seal the scales of hay and grain warehouses.

PUBLIC SERVICE COMPANIES REPORTING TO COMMISSION.

Herewith is presented a list of all public service utilities operating in the State of Washington in 1918, which have filed tariffs with the Commission:

GAS COMPANIES.

Name	Location	Business Address
Central Washington Gas Co.....	Wenatchee	Wenatchee
Key City Light & Power Co.....	Port Townsend	Port Townsend
North Pacific Public Service Co....	Aberdeen, Centralia, Chehalis, Hoquiam.....	Tacoma Bldg., Tacoma
Olympia Gas Co.....	Olympia	Olympia
Pacific Power & Light Co.....	Clarkston, Vancouver, Walla Walla, Yakima	Portland, Ore.
Puget Sound Gas Co.....	Everett, Monroe, Snohomish.....	Everett
Puget Sound Traction, Light & Power Company	Bellingham	Seattle
Seattle Lighting Co.....	Seattle, Renton	Seattle
Spokane Falls Gas Light Co.....	Spokane	Spokane
Tac ma Gas Company.....	Tacoma, Puyallup, Ruston, Regents Park	Tacoma
Valley Gas Company.....	Auburn	Auburn

IRRIGATION COMPANIES.

Name	Location	Business Address
Alderdale Light & Water Co.....	Alderdale	Alderdale
Arcadia Orchards Co.....	Arcadia	Deer Park
Attalia Land Co.....	Attalia	Spokane
Bridgeport Water Co.....	Bridgeport	Bridgeport
Burbank Company	Burbank	Burbank
Cloverland Co-operative Water Co.	Cloverland	Cloverland
Consumers' Ditch Company.....	Hanford	Hanford
Fruitland Irrigation Company.....	Kettle Falls	Kettle Falls
Hooper Realty Co.....	Palouse Falls	Hooper
Horn Rapids Irrigation Co.....	Benton County	Hoge Bldg., Seattle
Hudson Water Company.....	Bridgeport	Bridgeport
Icicle Canal Company.....	Cashmere.....	165 Jackson St., Seattle
Kettle Falls Canal & Land Co....	Kettle Falls	Kettle Falls
Kettle River Power & Irrigation Co.....	Boysds	415 Main Ave., Spokane
Klona Development Co.....	Klona.....	206-207 Arcade Annex, Seattle
Malden & Krumbo.....	Lowden	Lowden
Loon Lake Irrigation Co.....	Stevens County	Spokane
Northern Pacific Irrigation Co....	Kennewick	Kennewick

Name	Location	Business Address
Pasco Reclamation Co.....	Pasco.....	A. G. Smith, Receiver,
Pleasant Valley Irrigation & Power		915 Paulsen Bldg., Spokane
Co.....	Okanogan	Okanogan
Sequim Prairie Ditch Co.....	Sequim	Sequim
Snow Creek Water Co.....	Leavenworth	Leavenworth
Stratford Irrigation Co.....	Adrian, Soap Lake, Stratford.....	Soap Lake
Touchet Irrigation & Improvement		
Co.....	Touchet	Touchet
Walla Walla Irrigation Co.....	Walla Walla	Walla Walla
Washington-Idaho Water, Light &		.
Power Co.....	Clarkston	Clarkston
Wenatchee Canal Co.....	Wenatchée	Wenatchee
Wenatchee Park Land & Irrigation		
Co.....	Wenatchee	Wenatchee
Whitestone Irrigation & Power Co.	Loomis	Loomis
Yelm Irrigation Co.....	Yelm	Yelm

WATER COMPANIES.

Name	Location	Business Address
Annapolis Water Co.....	Annapolis	Port Orchard
Attalla Land Co.....	Attalla	Spokane
Baker River Power, Light & Water		
Co.....	Concrete	Concrete
Ball, Harvey J.....	McMullin, Alderton	McMullin
Beaux Arts Society.....	Mercer Island....	1024 Alaska Bldg., Seattle
Bisson & Hodder.....	South Prairie	South Prairie
Black Rock Power & Irrigation Co.	Hanford	Hanford
Blaine Water Co.....	Blaine	Blaine
Bossburg Water System.....	Bossburg	Bossburg
Burbank Company	Burbank	Burbank
Camas Water Co.....	Camas	Camas
Carson Water Co.....	Carson	Carson
Carter, L. B.....	Friday Harbor	Friday Harbor
Castle Rock Water Co.....	Castle Rock	Castle Rock
Chelan Electric Co.....	Chelan	Chelan
Chinook Water Works.....	Chinook	Chinook
City Water Works.....	Hatton	Hatton
City Water Works.....	North Port	North Port
College Place Water Works.....	College Place	College Place
Cosmopolis Water Co.....	Cosmopolis	Cosmopolis
Coulee City Water Works.....	Coulee City	
	..Spokane & Eastern Trust Co.,	Spokane
Country Homes Development Co...	Spokane....	Old Nat'l Bank Bldg., Spokane
Curlew Mining Co.....	Republic	Republic
Curlew Water Co.....	Curlew	Curlew
Dash Point Water Co.....	Dash Point	Dash Point
Durham Co., L. R.....	West Seattle	R. F. D. No. 4, Seattle
Duval Light & Water Co.....	Duval	Duval

Name	Location	Business Address
East Spokane Water Co.....	Spokane.....	28 So. Haven St., Spokane
Edmonds Spring Water Co.....	Edmonds	Edmonds
Ellensburg Gas & Water Co.....	Ellensburg	Ellensburg
Ellisport Water Co.....	Ellisport	Ellisport
Enumclaw Water & Light Co.....	Enumclaw	Enumclaw
Everson Water Works.....	Everson	Everson
Fairhaven City Water & Power Co.	So. Bellingham	So. Bellingham
Florida Land Co.....	Beverly Park	Everett
Georgetown Water Co.....	Georgetown.....	310 Burke Bldg., Seattle
Gillman Water Co.....	Issaquah	Issaquah
Gover, F. P.....	Ephrata	Ephrata
Greenacres Water Co.....	Greenacres	Greenacres
Harman, I. G.....	Orting	Orting
Holman, Fred V.....	North Beach	Chamber of Commerce Bldg., Portland, Ore.
Home Water & Ice Co.....	Mount Vernon	Mount Vernon
Hoquiam Water Co.....	Hoquiam	Hoquiam
Hutchinson Irrigation & Land Co.	Spokane.....	224 Realty Bldg., Spokane
Ilwaco Water Works.....	Ilwaco.....	1011 Yeon Bldg., Portland, Ore.
Ione Water & Light Co.....	Ione.....	815 Old Nat'l Bank Bldg., Spokane
Kapowsin Water System.....	Kapowsin	Kapowsin
Kelso Water Co.....	Kelso	Kelso
Kingston Power & Water Co.....	Kingston	Kingston
La Conner Water Co.....	La Conner	La Conner
La Crosse Water Works.....	La Crosse	La Crosse
Lake Forest Light, Water & Power Co.....	Lake Forest Park....	New York Blk., Seattle
Liberty Lake Company.....	Liberty Lake	Spokane
Little Falls Water Co.....	Vader	Vader
Lyle Company, The.....	Lyle	Lyle
Lyman Water Co.....	Lyman	Lyman
Malden Water Works Co.....	Malden	Malden
Marett Water Works.....	Manette	Manette
Maple Co-operative Water Co.....	College Place	College Place
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Maury Water Works Co.....	Maury Island	Portage
Meerscheldt, A.....	Mercer Island.....	324 Central Bldg., Seattle
Metaline Falls Light & Water Co.	Metaline Falls	Metaline Falls
Monroe Water Co.....	Monroe	511 Bailey Bldg., Seattle
Monse Water System.....	Monse	Monse
Mountain Springs Water Co.....	Seaview	314 Chamber of Commerce, Portland, Ore.
Narrows Land Co.....	Regents Park	Tacoma
Nepple Townsite Co.....	Nepple	Nepple
Newport Water Co.....	Newport	Newport
North Bend Light, Heat, Water & Power Co.	North Bend	North Bend
North Coast Power Co.....	Chehalis, Vancouver	Portland

Name	Location	Business Address
North Coast Public Service Co....	Port Angeles	Tacoma Bldg., Tacoma
North West Improvement Co...	Roslyn, Cle Elum.....	Tacoma
Northern Pacific Irrigation Co..	Kennewick	Kennewick
Northwest Electric & Water Works.	Tenino, South Bend, Montesano	Montesano
Old Town Water Works.....	Tacoma	Tacoma
Orchard Water Co.....	Kalama	Kalama
Orient Water & Electric Co.....	Orient	Orient
Orting Light & Water Co.....	Orting	Orting
Pacific Power & Light Co.....	Kennewick, Prosser, Yakima, Pasco	Portland
Panhandle Investment Co.....	Usk	Usk
Pinecroft Orchard Co.....	Opportunity	Opportunity
Richmond Highlands Light & Water Co.....	Richmond	Seattle
Riverton Water Co.....	Riverton	Box 130, Seattle
Rosalia Water Co.....	Rosalia	Rosalia
Rucker Bros., Inc.....	Marysville	Everett
Sicade, Hency C.....	Auburn	R. F. D. No. 2, Tacoma
Skagit Improvement Co.....	Burlington, Sedro Woolley...	Sedro Woolley
Springdale Water Works.....	Springdale	Springdale
Springhill Water Co.....	Bothell	Bothell
Stanwood Water Co.....	Stanwood	Stanwood
Stevenson Water & Improvement Co.....	Stevenson	Stevenson
Sumas Water Co.....	Sumas	Sumas
Tacoma Land Improvement Co...	Interlaaken.....	104 So. 9th Ave., Tacoma
Tacoma Water Supply Co.....	Tacoma	Tacoma
Thomas & Colburn Water Co.....	White Salmon	White Salmon
Toledo Water Co.....	Toledo	Toledo
Tumwater Power & Water Co....	Tumwater	Tumwater
Washington Coast Utilities.....	Arlington	Arlington
Washington-Idaho Water, Light & Power Co.	Clarkston	Clarkston
Washington Light & Power Co....	Pe Ell	Tacoma
Washington Power, Light & Water Co.....	Anacortes	Anacortes
Washougal Water Co.....	Washougal	Washougal
Washtucna Water System.....	Washtucna	Washtucna
Weld, F. F.....	Rolling Bay.....	1703 Hoge Bldg., Seattle
Western Springs Water Co.....	Steilacoom	Steilacoom
White Salmon Water Co.....	White Salmon	White Salmon
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Withrow Improvement Co.....	Withrow	Withrow
Woodlawn Park Water Co.....	Spokane	Spokane
Winlock Water Co.....	Winlock	Winlock

ELECTRIC COMPANIES.

Name	Location	Business Address
Attalia Land Co.....	Attalia	P. O. Box 2170, Spokane
Baker River Power, Light & Water Co.....	Concrete	Concrete
Black Rock Power & Irrigation Company	Hanford	Hanford
Burbank Company, The.....	Burbank	Burbank
Central Light & Mfg. Co.....	Pe Ell	Pe Ell
Chelan Electric Co.....	Chelan	Chelan
Cheney Light & Power Co.....	Cheney	Cheney
Chinook Light & Power Co.....	Chinook	Chinook
Duvall Light & Water Co.....	Duvall	Duvall
Enloe Electric Co.....	Fairfield, Malden, Medical Lake, Rosalla, Waverly	Spokane
Goldbar Light & Water Co.....	Goldbar	Goldbar
Granite Falls Electric Co.....	Granite Falls	Granite Falls
Grant County Power Co.....	Wilson Creek	Wilson Creek
Grays Harbor Railway & Light Co.	Aberdeen, Cosmopolis, Hoquiam..	Aberdeen
Greenacres Light & Power Co.....	Greenacres	Greenacres
Hunters Electrical Co.....	Hunters	Hunters
Independent Electric Co.....	Castle Rock, Little Falls, Vader, Winlock, Napavine, Toledo, Woodland	Portland
Index-Galena Co.	Index	Index
Ione Water & Light Co.....	Ione.....	815 Old Nat'l Bank Bldg., Spokane
Island Electric Works.....	Coupeville	Coupeville
Key City Light & Power Co.....	Port Townsend	Port Townsend
Kulzer Electric Light & Power Sys- tem.....	Gray, Kulzer, Springdale, Valley.....	Valley
La Conner Electric Light Co.....	La Conner	La Conner
La Crosse Electric Light & Power Company	La Crosse	La Crosse
Lewis County Light & Tel. Co.....	Morton	Morton
Little Spokane Light & Power Co.	Milan, Deer Park, Chattaroy.....	Deer Park
Marcus Light & Water Co.....	Marcus	Hillsboro, Ore.
Metaline Falls Light & Water Co..	Metaline Falls	Metaline Falls
Mountain States Power Co.....	Newport	Sand Point, Ida.
Neppel Townsite Co.....	Neppel	Neppel
Northern Clarke County Light & Power Co.	Yacolt	Yacolt
Northern Idaho & Montana Power Co., Ltd.....	New Port	Sand Point, Idaho
North Coast Power Co.....	Adna, Bucoda, Centralia, Kalama, Littel, Bucoda, Chehalls, Kelso, Meskill, Tenino	Portland
North Pacific Public Service Co...	Bremerton, Charleston, Manette, Port Orchard, Bainbridge, Island Points.....	Tacoma Bldg., Tacoma

Name	Location	Business Address
North Port Power & Light Co....	North Port	Rossland, B. C.
North Shore Light & Power Co....	Ilwaco, Long Beach.....	Ilwaco
Northwestern Electric Co.....	Camas, Washougal	Pittock Blk., Portland, Ore.
Northwestern Improvement Co....	Roslyn, Cle Elum.....	Tacoma
Northwest Electric & Water Works	Elma, Montesano	Montesano
Northwestern Power & Mfg. Co....	Port Angeles	Port Angeles
Oakville Light & Power Co.....	Oakville	Oakville
Okanogan Valley Power Co.....	Brewster, Bridgeport, Mansfield, Okanogan, Omak, Oroville, Pateros, Riverside.....	521 1st Ave., Spokane
Olympia Light & Power Co.....	Olympia	Olympia
Pacific Northwest Traction Co....	Burlington, Hamilton, Lyman, Mount Vernon, Sedro Woolley	Bellingham
Pacific Power & Light Co.....	Benton City, Beverly, Centerville, Dayton, Dixie, Goldendale, Grand Dalles, Grandview, Granger, Hunters- ville, White Salmon, Husum, Kenne- wick, Kiona, Mabton, Moxee, Naches, Yakima, Pasco, Pomeroy, Wapato, Zillah, Prescott, Prosser, Richland, Selah, Sunnyside, Toppen- ish, Waitsburg, Walla Walla, Wallula, White Bluffs.....	Portland
Pehrson Bros. Mill Co.....	Ferndale	Ferndale
Portland Railway, Light & Power Co.	Vancouver	Portland
Poulsbo Light & Power Co.....	Poulsbo	Poulsbo
Puget Sound Electric Railway....	Auburn, Kent	Seattle
Puget Sound Gas Co.....	Monroe, Snohomish	Everett
Puget Sound International Ry. & Power Co.	Everett.....	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.	Alderton, Allentown, American Lake, Auburn, Bellevue, Bellingham, Bothell, Buckley, Burnett, Carbonado, Christopher, Dieringer, Duwamish, Earlington, Enumclaw, Everett, Fife, Foster, Geneva, Glacier, Hollywood, Houghton, Hunt's Point, Issaquah, Juanita, Kapowsin, Kirkland, Lake Forest Park, Lynden, Maple Falls, McMillan, Medina, North Bend, North Park, O'Brien, Orilla, Orting, Puyallup, Redmond, Renton, Rich- mond, Richmond Beach, Richmond Highlands, Riverton, Ronald, Ruston, Seattle, Snoqualmie, South Prairie, Sumner, Sunnydale, Tacoma, Thomas, Three Tree Point, Carna- tion, Wayne, Wilkeson, Willows.....	Seattle

Operating the following com-
panies: Pacific Northwest
Traction Co., Puget Sound
Electric Ry., Everett Railway
Light & Water Co., Tacoma
Light & Water Co., Tacoma
Railway & Power Co.

Name	Location	Business Address
Rainier Heat & Power Co.....	Seattle.....	612 Central Bldg., Seattle
Republic Light & Power Co.....	Republic	Republic
Ridgefield Light & Power Co.....	Ridgefield	Ridgefield
Sequim Light & Power Co.....	Sequim	Sequim
Shelton Light & Power Co.....	Shelton	Shelton
Skamania Light & Power Co.....	Stevenson, Carson.....	Stevenson
Spokane Heat, Light & Power Co..	Spokane.....	Hyde Blk., Spokane
Starbuck Electric Co.....	Starbuck	Starbuck
Stevens County Power & Light Co.	Colville	Colville
Sultan Electric Co.....	Sultan	Sultan
Sumas Electric Light Co.....	Sumas	Sumas
Tacoma Railway & Power Co.....	Tacoma, Ruston, Puyallup.....	Tacoma
Tonasket Flour Mills Co.....	Tonasket	Tonasket
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Twisp Light & Power Co.....	Twisp	Twisp
Valley Gas Co.....	Auburn	Auburn
Vashon Light & Power Co.....	Ellisport.....	1811 L. C. Smith Bldg., Seattle
Wahkiakum Light Co.....	Cathlamet	Cathlamet
Washington Coast Utilities.....	Arlington, Stanwood, Edmonds, Richmond Beach.....	Arlington
Washington-Idaho Water, Light & Power Co.....	Asotin-Clarkston, Lewiston, Idaho.....	Clarkston
Washington Power, Light & Water Co.	Anacortes	Anacortes
Washington Water Power Co.....	Almira, Belmont, Colfax, Creston, Davenport, Diamond, Elberton, Endicott, Harrington, Hartline, Latah, Lind, Odessa, Reardon, Ritzville, Spangle, Spokane, Sprague, St. John, Wilbur, Rockford, Colton, Palouse, Farmington, Garfield, Oakesdale, Pullman, Tekoa, Uniontown, Johnson.....	Spokane
Washtucna Electric Co.....	Washtucna	Washtucna
Wenatchee Valley Gas & Electric Co.	Cashmere, Dryden, Entiat, Monitor, Orondo, Waterville, Wenatchee	Wenatchee
Western Light & Power Co.....	Camas	Washougal
Whidby Electric Co.....	Langley	Langley
Wilkeson Light & Water Co.....	Wilkeson	Wilkeson
Willapa Electric Co.....	Raymond, South Bend.....	Raymond
Willapa Power Co.....	South Bend.....	South Bend
Willett Bros.	Addy	Colville

TELEPHONE COMPANIES.

Name	Exchange	Business Address
Angeles Telephone & Tel. Co.....	Fairholm, Port Angeles, Sequim	Port Angeles
Asotin Telephone Co.....	Asotin, Anatone, Cloverland	Asotin
Attalia Telephone Co.....	Attalia	Attalia
Benton Independent Telephone Co.	Prosser	Prosser
Blair Telephone Exchange of Toledo, The Geo. W.....	Toledo	Toledo
Bluecreek Columbia Telephone Co.	Addy	Addy
Bluecreek Farmers' Telephone Ass'n	Chewelah	Chewelah
Bothell Telephone Co.....	Bothell	Bothell
Brewster Telephone Exchange....	Brewster	Brewster
Bridgeport Telephone Exchange...	Bridgeport	Bridgeport
Butler, Audley	Ashford	Ashford
Camas Telephone & Telegraph Co.	Camas	Washougal
Camas Prairie Telephone Co.....	Glenwood	Glenwood
Cascade Telephone Co.....	North Bend.....	North Bend
Cascade Telephone Co.....	Roslyn	Roslyn
Castle Rock & St. Helens Tel. Co..	Castle Rock.....	Silver Lake
Cedar Canyon Telephone Co.....	Turk	Turk
Cedarhome Telephone Co.....	Stanwood	Stanwood
Centerville Telephone Co.....	Centerville	Centerville
Chehalis-Boistfort Telephone Co...	Curtis	Curtis
Chelan Valley Telephone & Tele- graph Company	Chelan, Chelan Falls, Lakeside	Chelan
Cheney Light & Power Co.....	Cheney..701 Old Nat'l Bank Bldg.,	Spokane
Chewelah Telephone Co.....	Chewelah	Chewelah
Chicago, Milwaukee & St. Paul Ry. Co.	Rainier	Milwaukee
Citizens Independent Telephone Co.	Port Townsend, Irondale....	Port Townsend
City Telephone Company.....	Sunnyside	Sunnyside
Cloquallum Telephone Co.....	Elma	Elma
Cloverland & Asotin Tel. Co.....	Cloverland	Cloverland
Cohasset Beach Telephone Co.....	Aberdeen, Bay City, Cohasset, Westport.....	Aberdeen
Columbia Telephone Co.....	Sixprong	Sixprong
Colville Indian Reservation Gov- ernment Tel. Line.....	Colville Indian Reservation.....	Nespelem
Connell-Kahlotus Telephone Co....	Connell, Kahlotus.....	Connell
Connell Land & Improvement Co..	Connell, Pasco, Ritzville, Kahlotus.....	Connell
Cowiche Telephone Co.....	Cowiche	Cowiche

Name	Exchange	Business Address
Creston Telephone Co.....	Creston	Creston
Davenport Independent Tel. Co....	Davenport	Davenport
Des Moines Rural Telephone Co..	Des Moines.....	Des Moines
Dryad Home Telephone Co.....	Doty, Dryad.....	Dryad
East Okanogan Farmers' Tel. Co..	Chesaw, Molsom.....	Chesaw
Echo Valley & Colville Tel. Co..	Colville	Colville
Edmonds Independent Tel. Co....	Edmonds	Edmonds
Ellensburg Telephone Co.....	Ellensburg	Ellensburg
Elma Telephone Co.....	Elma	Elma
Entiat Telephone & Telegraph Co.	Entiat	Entiat
Fairfield Telephone Co.....	Fairfield	Fairfield
Fall City Telephone Co.....	Fall City.....	Fall City
Farmers Independent Tel. Co....	Mansfield, Waterville.....	Waterville
Farmers & Merchants Tel. Co....	Othello	Othello
Farmers Mutual Telephone Co....	Alki, Blaine, Custer, Deming, Ferndale, Lynden, Noonsack, Sumas.....	Lynden
Farmers Telephone Co. of Pe Ell..	Pe Ell.....	Pe Ell
Farmers Telephone Co.....	Omak.	Omak
Farmers Telephone & Tel. Co....	Wenatchee	Wenatchee
Florence-Ray Lumber, Land & Development Co.	Index	Index
Furnes, Amos	Bucoda	Bucoda
Garfield Telephone Exchange....	Garfield	Garfield
Granger Telephone & Telegraph Co.	Cathlamet, Kelso, Shamokawa, Stella.....	Kelso
Grant County Telephone Co.....	Quincy	Quincy
Green Bluff Telephone Co.....	Green Bluff.....	R. F. D. No. 1, Mead
Harstine Telephone Co.....	Harstine, Shelton.....	Arcadia
Hettrick, J.	Yelm	Yelm
Hicksville-Wheeler Telephone Co..	Neppel, Wheeler, Warden.....	Wheeler
Home Telephone Co.....	Castle Rock.....	Castle Rock
Home Telephone Co.....	Chehalis, Ethel, Silver Creek, Toledo, Vader, Winlock.....	Silver Creek
Home Telephone Co.....	Spokane	Spokane
Hotes, Frederick J.....	Alder	Alder
Ilwaco Telephone & Tel. Co.....	Chinook, Ilwaco, Long Beach.....	Ilwaco
Independent Tel. Ass'n.....	Salkum	Toledo
Inland Co-operative Association....	Albion, Pullman.....	Pullman
Inter-Farmers Telephone Co.....	Leland	Leland
Inter-Island Telephone Co.....	East Sound, Friday Harbor, Lopez Island.....	Friday Harbor
International Telephone Co.....	East Point Roberts, West Point Roberts.....	Bellingham
Interstate Utilities Co.....	Long Distance.....	Spokane
Island Empire Telephone & Telegraph Company	Gig Harbor, Burton.....	Tacoma

Name	Exchange	Business Address
Kalama Local Tel. Exchange.....	Kalama	Kalama
Kapowsin Telephone Co.....	Kapowsin	Kapowsin
Keller & San Poil Telephone & Telegraph Co.	Keller	Keller
Kennewick Valley Telephone Co...	Kennewick, Richland, Finley, Hover, Benton City.....	Kennewick
Kettle Falls & Dalsey Tel. System..	Bissell, Cedonia, Dalsey, Gifford, Hunters, Inchellum, Rice.....	Kettle Falls
Krupp Telephone Co.....	Krupp	Krupp
Lacey-Chambers Prairie Mutual Telephone Co.	Lacey.....	R. F. D. No. 2, Olympia
La Crosse Telephone Co.....	La Crosse.....	La Crosse
Lake Washington Telephone Co...	Kirkland	Kirkland
Lewis River Independent Tel. Co.	Woodland	Woodland
Liberty Lake Telephone Co.....	Liberty Lake.....	Liberty Lake
Little Kentucky Rural Tel. Co....	Toledo	Toledo
Lyle Telephone Co.....	Lyle	Lyle
Maple Falls Telephone Co.....	Glacier, Maple Falls.....	Maple Falls
Marcus & Kettle Valley Tel. Co..	Marcus, Napoleon, Boyds.....	Marcus
Maryhill Improvement Co.....	Maryhill	Maryhill
Mashell Telephone Exchange.....	Eatonville	Eatonville
McCleary Timber Co., Henry....	McCleary	McCleary
McCoy, L. B.....	Port Gamble..	Port Gamble
Medical Lake Telephone Co.....	Medical Lake.....	Medical Lake
Minehaha Co-Operative Tel. Co...	Vancouver	Vancouver
Montesano Telephone Co.....	Montesano	Montesano
Mountain Line Co.....	Cape Horn.....	Cape Horn
Morton Tel. Co.....	Morton	Morton
Mossy Rock Tel. Co.....	Morton	Morton
Mutual Telephone Co.....	Mesa	Mesa
Naches Telephone Co.....	Naches	Naches
Nagel Telephone System.....	Neppel	Neppel
Nasel Farmers Telephone Co.....	Nasel	Nasel
Nile Telephone Co.....	Nile	Nile
North Basin Telephone Co.....	Orin	Orin
Northeastern Telephone Co.....	Pomona	Pomona
Northport Deep Creek Tel. Co....	Cummins	Cummins
North River Telephone Co.....	Raymond	Cosmopolis
North Shore Telephone Co.....	Knappton	Knappton
Northwest Long Distance Tel. Co.	Long Distance.....	Portland, Ore.
Northwest Tel. Co.....	Sulton, Startup, Gold Bar, Baring, Grotto, Berlin, Snyhomish, Sunset Mines.....	Gold Bar
Oakesdale Telephone Exchange...	Oakesdale	Oakesdale
Ohrner, Geo. A.....	Orting	Orting
Olalla Telephone Co.....	Olalla	Olalla
Orchards Telephone Co.....	Crchards	Vancouver

Name	Exchange	Business Address
Oregon-Washington Telephone Co.	White Salmon, Goldendale, Glenwood, Husum, Trout Lake.....	Hood River, Ore.
Outlook Telephone Co.....	Outlook	Outlook
Pacific Telephone & Telegraph Co.	Various	Seattle
Peninsula Telephone Co.....	Clallam Bay.....	Clallam Bay
Peoples Co-Operative Tel. Co.....	Gate, Rochester, Oakville, Little Rock.....	Gate
Peoples Telephone & Power Co...	Tonasket	Tonasket
Porter Independent Telephone Co.	Porter	Porter
Poulsbo Rural Telephone Co.....	Poulsbo	Poulsbo
Prescott Tel. & Tel. Co.....	Prescott	Prescott
Puget Sound Telephone Co.....	Everett, Anacortes, Arlington, Bellingham, Burlington, Darrington, Duvall, Granite Falls, La Conner, Marysville, Monroe, Vt. Vernon, Sedro Woolley, Snohomish, Stan- wood, Carnation, Vashon.....	Everett
Puyallup Valley Home Tel. Co....	Puyallup	Puyallup
Quincy Telephone Co.....	Quincy, Burke, Ephrata, Trinidad, Winchester.....	Quincy
Richmond Beach Telephone & Power Company	Richmond Beach.....	Richmond Beach
Ridgefield, Sara & Vancouver Farmers Telephone Co.....	Ridgefield	Ridgefield
Rosalia Telephone Co.....	Malden, Pine City, Rosalia, Thornton	Rosalia
Sea Beach Packing Works.....	Copalis, Copalis Crossing.....	Aberdeen
Seattle-Port Angeles & Western Railway	Various Lumber Camps.....	Port Angeles
Selah Telephone Co.....	Selah	Selah
Skagit River Tel. & Tel. Co.....	Birdsvew, Concrete, Hamilton, Lyman, Rockport, Sauk, Sedro Woolley, Van Horn.....	Concrete
Skagit Valley Telephone Co.....	La Conner.....	La Conner
Skamania Co-Operative Tel. Ass'n.	Stevenson	Stevenson
Sound Tel. & Tel. Co.....	Lake Bay.....	Lake Bay
South Central Rural Tel. Ass'n....	Tumwater	Tumwater
Spangle Telephone Exchange.....	Spangle	Spangle
Stemilthill Telephone Co.....	Wenatchee	Wenatchee
St. John Co-Operative Tel. & Tel. Co.	St. John.....	St. John
Summit Valley Telephone Co....	Addy	Addy
Sunnydale Telephone Co.....	Sunnydale.....	R. F. D. No. 3, Seattle
Sunnyside Telephone Co.....	Sunnyside, Outlook, Grandview, Prosser	Sunnyside
Tampico Telephone Co.....	Tampico	Yakima
Tekoa Telephone Exchange.....	Tekoa	Tekoa

Name	Exchange	Business Address
Tenino Telephone Exchange.....	Tenino	Tenino
Tieton Telephone Co.....	Tieton	Yakima
Touchet Central Telephone Co....	Touchet	Touchet
Tualco Telephone Co.....	Monroe	Monroe
Tumwater Light & Water Co.....	Leavenworth	Leavenworth
Underwood Telephone Co.....	Underwood	Underwood
Uniontown Telephone Co.....	Uniontown	Uniontown
Valley Telephone Co.....	Valley	Valley
Valley Telephone Co.....	Grandview, Mabton, Zillah, Granger, Sunnyside, Toppenish, Wapato	Sunnyside
Washington Coast Utililties Co....	Ellisport, Burton.....	Ellisport
Washington Northern Tel. & Tel. Co.	Republic	Republic
Washougal Home Tel. Co.....	Washougal	Washougal
Washtucna High Line Tel. Co....	Washtucna, Ritzville.....	Ritzville
Waverly Telephone Co.....	Waverly	Waverly
Wenas Telephone Co.....	Selah	Selah
West Crescent Farmers Co-Opera- tive Telephone Co.....	Reardan	Reardan
West Farmers Telephone Line....	Lind	Lind
West Side Telephone Co.....	Twisp	Twisp
Wetterer, A. C. (Marcus Local Tel. Exchange)	Marcus	Marcus
Wheat Ridge Telephone Co.....	Wilbur	Wilbur
Whidby Telephone Co.....	Langley	Langley
White Bluffs & Columbia River Telephone Co.	White Bluffs, Hanford.....	White Bluffs
Willapa Valley Telephone Co.....	Willapa	Willapa
Winesap Telephone Co.....	Winesap	Winesap
Winlock Home Telephone Co.....	Winlock	Winlock
Winona Telephone Co.....	Winona	Winona
Woodhouse Telephone Co.....	Yakima	Yakima

DOCKS AND WHARVES.

Name of Dock	Company
Aberdeen—	
Aberdeen Dock & Warehouse.....	T. B. Darragh & Co.
Commercial Dock.....	H. A. Benham Co.
Anacortes—	
Anacortes Lumber & Box Co. Dock.....	Anacortes Lumber & Box Co.
City Float (Municipal).....	City of Anacortes
Coast Fish Co. Dock.....	Coast Fish Co.
Commercial Avenue Wharf.....	Island Belt Steamship Co.
Curtis Wharf.....	Curtis Wharf Co., Inc.
Fidalgo Lumber & Box Co. Dock.....	Fidalgo Lumber & Box Co.
Pacific American Fisheries Dock.....	Pacific American Fish Cannery Co.
Salina Wharf.....	Salmon Warehouse Co.

Name of Dock	Company
Argyle—	
Argyle Public Wharf.....	J. O. Bergman
Bangor—	
Bangor Dock.....	Bangor Dock Co.
Bellingham—	
South Bellingham Dock.....	Bellingham Warehouse Co.
Citizens Dock.....	Citizens Dock Co.
Quackenbush Dock.....	Quackenbush, L. B.
Sehome Wharf.....	Bellingham & Northern Ry. Co.
Bloedel Donovan Dock.....	Bloedel Donovan Lumber Mills
Blaine—	
Blaine City Wharf.....	City of Blaine
Cherry Street Wharf.....	Blaine Cannery Co., 103 Yesler Way, Seattle
Bremerton—	
Bremerton Municipal Dock.....	City of Bremerton
Hefner's Dock.....	Hefner, Martin
Brinnon—	
Brinnon Wharf.....	Dungeness Logging Co.
Camano—	
Camano Wharf.....	Robert Garrison
Charleston—	
City Wharf.....	City of Charleston
Chico—	
Chico Dock.....	Chico Dock Co.
Clallam Bay—	
Clallam Bay Dock.....	A. Fairservice & Co.
Clinton—	
Clinton Dock.....	Sallsbury Bros., Inc.
Colby—	
Colby Wharf.....	Jacob Anthes, 331 Stokes Bldg., Everett
Coupeville—	
Coupeville Wharf.....	Coupeville Wharf Co.
Deer Harbor—	
Deer Harbor Dock.....	Daniel Murray, Owner
Doe Bay—	
Doe Bay Dock.....	W. Townsend, Secy.
Dolphin—	
Community Wharf.....	J. D. Moore, Wharfinger
Dungeness—	
Dungeness Wharf.....	C. F. Seal, Mgr.
McAlmond Wharf.....	Henry McAlmond, Owner
East Sound—	
East Sound Dock.....	East Sound Mercantile Co.

Name of Dock	Company
Edmonds—	
City Dock.....	City of Edmonds
Eglon—	
Eglon Dock.....	Eglon Dock Co.
Elwood—	
Elwood Wharf.....	Edward Drake, Owner, R. F. D., Charleston
Everett—	
City Dock.....	City Dock Co.
Everett Dock.....	Everett Dock & Warehouse Co.
Everett Warehouse.....	Everett Warehouse Co.
Fairmont—	
Fairmont Dock.....	Frank Giffin, Owner
Fairview—	
Fairview Dock.....	Fairview Dock & Imp. Assn.
Fragaria—	
Fragaria Dock.....	Fragaria Dock & Warehouse Co.
Friday Harbor—	
Carter's Dock.....	L. B. Carter, Owner
City Dock.....	San Juan Agricultural Co.
Glendale—	
Glendale Dock.....	Glendale Improvement Co.
Greenbank—	
Greenbank Wharf.....	The Greenbank Co.
Hadlock—	
Hadlock Wharf.....	Hadlock Mercantile Co.
Hoquiam—	
Eighth Street Dock.....	Soule Tug & Barge Co.
Commercial Dock.....	F. G. Foster Co.
Kingston—	
Kingston Dock.....	Kingston Wharf Co., Inc.
Newelhurst Wharf.....	Rose Mae Newell, Owner
La Conner—	
La Conner Dock.....	C. M. Peck, Owner
Langley—	
Brown's Point Wharf.....	Jos. F. Brown, Owner
Langley Wharf.....	C. C. Lynch, Mgr.
Lopez—	
Lopez Dock.....	Van Bougart & Johnson, Owner
Manchester—	
Manchester Wharf.....	Manchester Improvement Co.
Manette—	
Manette Wharf.....	Manette Improvement Co.
Pioneer Wharf.....	Harry P. Martin

Name of Dock	Company
Manitou Beach—	
Manitou Beach Dock.....	Manitou Beach Wharf Club
Manzanita—	
Manzanita Wharf.....	David Hake, Owner
Marysville—	
Municipal Dock.....	City of Marysville
Maxwelton—	
Maxwelton Wharf.....	Mackie Bros.
Mount Vernon—	
City Dock.....	Skagit River Nav. & Trading Co.
Neah Bay—	
Neah Bay Dock.....	Neah Bay Dock Co.
Nellita—	
Nellita Wharf.....	Brueger & Brueger
Northilla Beach—	
Northilla Beach Dock.....	Norton & Co., 210 Berlin Bldg., Tacoma
Oak Harbor—	
Maylor Bros. Wharf.....	J. R. Maylor, Owner
Olalla—	
Olalla Dock.....	Olalla Wharf Association
Olympia—	
Percival's Dock.....	J. C. Percival
Orcas—	
Orcas Dock.....	C. Van Moorhem & Son
Pleasant Beach—	
Pleasant Beach Dock.....	A. F. Nichols Co., Inc., 1-5 Haller Bldg., Seattle
Port Angeles—	
Peoples Wharf.....	Peoples Wharf Co.
Pier No. 1.....	J. O. Morse, Owner
Port Angeles City Dock.....	Port Angeles City Dock Co.
Port Discovery—	
Gardiner Dock.....	Gardiner Timber & Land Co.
Port Gamble—	
Port Gamble Dock.....	Puget Mill Co.
Port Ludlow—	
Port Ludlow Dock.....	Puget Mill Co.
Port Madison—	
Port Madison Dock.....	Kitsap County Transportation Co.
Port Orchard—	
Central Dock.....	N. G. Rose, Mgr.
Port Orchard Wharf.....	Wm. Peterson, Mgr.
Veterans Home Dock.....	W. H. Wiscombe, Supt.

Name of Dock	Company
Port Stanley—	
Port Stanley Dock.....	Moulton & Browne
Port Townsend—	
Hillside Wharf.....	Hillside Dock Co.
Standard Oil Company's Dock.....	Standard Oil Co.
Tyler Street Dock.....	Tyler Street Dock Co.
Union Wharf.....	Union Dock Co.
Port Williams—	
Port Williams Dock.....	H. J. Bugge, Owner
Poulsbo—	
Municipal Dock.....	City of Poulsbo
Quilcene—	
Quilcene Dock.....	W. S. Green, Owner
Richardson—	
Richardson Wharf.....	Salmon Bank Canning Co.
Roche Harbor—	
Roche Harbor Dock.....	Tacoma & Roche Harbor Line Co.
San de Duca—	
San de Fuca Dock.....	John Armstrong, Wharfinger
Seabeck—	
Seabeck Dock.....	A. L. Hotchkiss, Wharfinger
Seattle—	
Albers Dock.....	Albers Bros. Milling Co.
Bell Street Wharf.....	Port Commission
Colman Dock.....	Colman Dock Co.
Hanford Street Wharf.....	Port Commission
G. T. P. Dock.....	Pacific S. S. Co.
Harbor Island Dock.....	Harbor Island Dock & Warehouse Co.
Lander Street Wharf.....	Port Commission
Lilly's Dock.....	C. H. Lilly Co.
Pan-American Dock.....	Pan-American Dock & Warehouse Co.
Salmon Bay Wharf.....	Port Commission
Smith's Cove Oil Dock.....	Seattle-Everett Dock & Warehouse Co.
Smith's Cove Terminal.....	Port Commission
Stacy Street Dock.....	Port Commission
Whatcom Avenue Wharf.....	Port Commission
Youngstown Dock.....	Drummond Lighterage Co.
Pier 1.....	C. P. Ry.; N. P. Ry.
Pier 2.....	Alaska S. S. Co.; N. P. Ry.
Pier 3.....	Galbraith Dock Co.
Pier 4.....	Spring St. Dock & Whse. Co., Inc., 103 Yesler Way
Pier 5.....	Arlington Dock Co.
Pier 6.....	C., M. & St. P. Ry.
Pier 7.....	Schwabacker Dock & Warehouse Co.
Pier 8.....	Pacific Dock & Warehouse Co.
Pier 9.....	Virginia Street Dock & Warehouse Co.

Name of Dock	Company
Pier 10.....	Virginia Street Dock & Warehouse Co.
Pier 12.....	Wall Street Dock Co.
Pier 14.....	Dodwell & Co.
Pier A.....	Washington Street Dock & Warehouse Co.
Pier B.....	Pacific S. S. Co.
Pier C.....	Eyers Storage & Warehouse Co.
Pier D.....	Pacific Steamship Co.
Shaw Island—	
Shaw Island Wharf.....	Del Hoffman, Owner
Shelton—	
Shelton Dock.....	Shelton Transportation Co.
Silverdale—	
Silverdale Dock.....	Matt Thuesen, Agent
Stanwood—	
Stanwood Dock.....	Skagit River Nav. & Trading Co.
Stevenson—	
Stevenson Wharf.....	Stevenson Wharf Co.
Tacoma—	
Commercial Dock.....	Commercial Dock Co.
Municipal Dock.....	City of Tacoma
Tracyton—	
Tracyton Dock.....	Tracyton Dock Association
Union City—	
Union City Dock.....	Union City Dock Co.
Waterman—	
Waterman Dock.....	Orchard Beach Improvement Co.
West Sound—	
West Sound Dock.....	West Sound Trading & Trans. Co.
White Salmon—	
White Salmon Wharf.....	White Salmon Wharf Co.
Winslow—	
Winslow Dock.....	Winslow Grange & Imp. Co.

STEAMBOAT COMPANIES.

Name	Address
Accord, Fred	Bridgeport
Admiralty Logging Co.....	Seattle
Ahl, Oscar.....	Lake Cushman
Albers S. S. Line.....	Seattle
Alki Point Transportation Co.....	Seattle
American Tugboat Co.....	Everett
Anderson, Fred.....	Seattle, Ballard Station
Anderson Bros. Towing Co.....	La Conner
Anderson Steamboat Co.....	112 Erie Avenue, Seattle
Baer, G.....	Seabeck

Name	Address
Bailey, C. A.....	912 East Pike Street, Seattle
Bailey Transportation Co.....	Seattle
Barbee, I. H.....	Anacortes
Bernesen, B. L.....	Cromwell
Bellingham Tug & Barge Co.....	Bellingham
Bevier, Frank.....	City Dock, Seattle
Berch & Anderson Towboat Co.....	110 Lakeside Avenue, Seattle
Border Line Transportation Co.....	Seattle
Bossburg Ferry	Bossburg
Bradford, E. L.....	Olympia
Bremerton Boat House.....	Bremerton
Bremerton Ice & Fuel Co.....	Bremerton
Brenner Oyster Co., J. J.....	Olympia
Brooks, E. L.....	Dewatto
Brouillet, Ray.....	Joshua Green Bldg., Seattle
Brown, Oscar	Bangor
Brown, Frank C.....	Pasco
Brown, Will H.....	2020 13th Ave. W., Seattle
Brown's Ferry	Langley
Bryan, J.	Alameda
Buchanan, J. A.....	Olympia
Bullock, E. A.....	Blaine
Barton, A. J.....	Bellingham
Caldwell Transportation Co.....	Aberdeen
Camp, B. C.....	Kettle Falls
Camus & Anderson.....	Pier A, Seattle
Carr, W. B.....	Richardson
Cartmell, H. K.....	Everett
Cary-Davis Towing Co.....	Pier A, Seattle
Chehalis Boom Co.....	Aberdeen
Chesley Tug & Barge Co.....	Seattle
Christensen, Niels	Winslow
City Transfer Co.....	Port Townsend
Columbia Transportation Co.....	637 N. Y. Bldg., Seattle
Coulter Towboat Co.....	South Bend
Cowan, A. E.....	Grant
Croft, Chas. E.....	Pier A, Seattle
Crosby & Mangan.....	Ferry Dock, Seattle
Crosby Tug & Barge Co.....	Seattle
Daisy Ferry	Daisy
Dalles, Portland & Astoria Nav. Co.....	Portland
Darling, Albert	Olympia
Dash Point Transportation Co.....	Tacoma
Dobson Floyd	Marcus
Donovan, J. M.....	Seattle
Dorgan, J. E.....	Everett
Drummond Lighterage Co.....	623 Colman Bldg., Seattle
Dudley, W. B.....	Islandale
Eagle Harbor Transportation Co.....	Winslow
Ehrich, E. A.....	Yoman

Name	Address
Elder, Geo. H.....	Long Branch
Ellis Towboat Co.....	South Bend
Emrose Steamer	Bremerton
Erb, Roy H.....	Friday Harbor
Erickson & Jacobson.....	Hoquiam
Everett Tug & Barge Co.....	Everett
Fletcher, E. L.....	Hoh
Forester Tugboat Co.....	Aberdeen
Foss Launch Co.....	Tacoma
Fowler & Egge.....	Stanwood
Frank Waterhouse & Co., Inc.....	Seattle
Freeland Transportation Co.....	Freeland
Garrett, F. S.....	Bellingham
Glenn, J. E.....	Monse
Goetsch Bros.....	Harstine
Graham & Butcher.....	Aberdeen
Grant, W. C.....	Seattle
Grays Harbor Tugboat Co.....	Hoquiam
Greyhound Transportation Co.....	Tacoma
Gross, Clara	Seattle
Hassath, Thos.	Blaine
Hales Pass. & Woolochet Navigation Co.....	Cromwell
Hall, Geo. A.....	Olympia
Hall, F. L. Co.....	Seattle
Halleran, Martin and John.....	Olalla
Halvorsen, Albert	Eglon
Hamilton, J. E.....	Anacortes
Hanson, H. D. Ferry Co.....	Bremerton
Hanson, E.	Blaine
Harbor Towing Co.....	Aberdeen
Harkins Transportation Co.....	Portland, Ore.
Harper Barge & Lighterage Co.....	L. C. Smith Bldg., Seattle
Harvey, T. A.....	Mount Vernon
Haskill, J. H.....	Harstine Island
Hastings Steamboat Co.....	Port Townsend
Hayes, Ed S.....	Bellinghim
Heinback, C. T.....	Anacortes
Helser, D. R.....	Olympia
Hendrickson, Ben	Nordland
Henry, W. M.....	Nahcotta
Hoeck, Ole	2427 W. 57th Street, Seattle
Hoff, J. M.....	Steilacoom
Hopper, E. W.....	2218 W. 56th Street, Seattle
Horrocks, A. T.....	Seattle
Houchen, O. D.....	Port Blakely
Humbolt S. S. Co.....	Seattle
Humptulips Towing Co.....	Aberdeen
Husby, Edwards	Pier 1, Seattle
Independent Sand & Gravel Co.....	Aberdeen

Name	Address
Independent Towing Co.....	Colman Dock, Seattle
Ising, B. F.....	South Bellingham
Inter-Island Navigation Co.....	Friday Harbor
Island Belt Steamship Co.....	Anacortes
Island Transportation Co.....	Pier 3, Seattle
Island Transportation Co.....	Bellingham
Iverson, Peter	Poulsbo
Jackson, Andrew	Everett
Jakle, Wm.....	Friday Harbor
Jesper, H. N.	Rolling Bay
Johnson, Wm. A.	Port Orchard
Johnson, H. R.	Allyn
Johnson, Marion	Anacortes
Johnson & Nelson Transportation Co.....	Ollala
Johnson Towing Co., N. L.	Seattle
Jones, B. L.	Bellingham
Judy Transportation Co.	1908 6th Ave. W., Seattle
Kasch, W. H.	Anacortes
Kellogg Transportation Co.	Portland, Ore.
Key City Steamship Co.	Port Townsend
King & Wing	Seattle
King County Ferry	County Auditor, Seattle
Kingston Transportation Co.	602 Hoge Bldg., Seattle
Kitsap County Transportation Co.	Pier 3, Seattle
Knapp, Fred	Silcott
Knight, John	Wawawai
Lake Chelan Boat Co.	Chelan
Lake Chelan Transportation Co.	Lakeside
Lake Whatcom Navigation Co.	Bellingham
Lang, Jno.	Oak Harbor
Larsen, Ed.	Blaine
Lawrence, Oscar	Seattle
Lermond, Percy	4633 44th Ave. S., Seattle
Leschl Boat House	Seattle
Lester & Monahan	Room 18, Colman Dock, Seattle
Lewis River Transportation Co.	La Center
Liberty Bay Transportation Co.	Poulsbo
Lien Bros.	Stanwood
Lillico Launch Co.	Seattle
Long Branch & Tacoma S. S. Co.	Tacoma
Lorenze, C. Oscar	311 So. 4th St., Tacoma
Lorenze Navigation Co.	Rosedale
Lummi Navigation Co.	Bellingham
Lundgren, Joseph	Port Blakeley
Manette Transportation Co.	Manette
Mansperger, Carl	Sylvan
Mathison, L.	Kingston
McAlmond, Henry	Dungeness
McDowell, Matthew	N. P. Dock, Tacoma

Name	Address
McLaughlin, N. G.	Seattle
McPherson Bros. Co.	Brewster
Merchants Transportation Co.	Commercial Dock, Tacoma
Miller Navigation Co.	Spokane
Milwaukee Tugboat Co.	Tacoma
Moran, Frank J.	Pier 7, Seattle
Morres, A. R., Capt.	2237 W. 56th St., Seattle
Morse, Eben	Mora
Morrison, J. L.	Everett
Munson, J. Kim	Shelton
Mystic Towboat Co.	Colman Bldg., Seattle
Nauce, Harden J.	Dewatto
Navy Yard Boat House Co.	Port Orchard
Navy Yard Route, Inc.	Seattle
Nelson, N. M.	4103 Linden Ave., Seattle
Nelson & Larson	City Dock, Everett
Nickels, Arthur	Seabeck
Nielson, Capt. P. A.	3641 Commodore Way, Seattle
Noble, I. M.	Olympia
Norman, B.	Tacoma
North Coast Tug Co.	539 New York Bldg., Seattle
Northport Ferry	Northport
North Shore Transportation Co.	Deep River
Northwest Lighterage Co.	Seattle
Northwestern Tow Boat Owners Association.	Seattle
Norton, C. A.	Anacortes
Olalla Freight Co.	Ollalla
Old Town Boat House Co.	Tacoma
Olympia & Tacoma Navigation Co.	Tacoma
Olympia Launch & Towboat Co.	Port Angeles
Pacific Coast Coal Co.	2044 Laurelshade, Seattle
Pacific Lighterage Co.	Seattle
Pacific S. S. Co.	Seattle
Pacific Towboat Co.	Pier 1, Seattle
Pacific Transportation Co.	South Bend
Paullin & Bongard	Hover
Pearl Trading Co.	Port Angeles
Peck Bros. Towing Co.	Everett
Peoples Navigation Co.	The Dalles, Ore.
Perry, Wiley F.	Anacortes
Peterson, P. W.	Allyn
Pioneer Sand & Gravel Co.	Foot Lane St., Seattle
Pitman & Douglas	Bellingham
Port Blakeley Transportation Co.	Port Blakeley
Port of Seattle	411 Bell St. Whse., Seattle
Puget Sound & Baker River Ry. and Boat Line.	Everett
Puget Sound Navigation Co.	Seattle
Puget Sound Tugboat Co.	Box 1838, Seattle
Raisoni, F.	Allyn

Name	Address
Reeves, A. V.	South Bend
Reeves, S. M.	South Bend
Rickaby, Harry	Anacortes
Reiners & Minor	Lake Bay
Rice, J. B.	Seabeck
River Transportation Co.	South Bend
Rogers, W. B.	Southworth
Rose, P. S.	Port Blakeley
Rouse Launch & Towing Co.	Foot 24th Ave. N. W., Seattle
Rowe, W. M.	Ferndale
San Poil Ferry & Transportation Co.	Clark
San Juan Canning Co.	Friday Harbor
Seaton, T. B.	Seaton
Seely, Jerry	Pomeroy
Shelton Transportation Co.	Shelton
Shively, Otis L.	Foot Laurelshade Ave., Seattle
Simonsen & Son, L.	Blaine
Sixth Avenue Boat House	Titlow Beach
Skagit Navigation Co.	Stanwood
Skagit River Navigation & Trading Co.	City Dock, Seattle
Skinner Car Ferry Co.	Seattle
Smith, Gus	Port Blakeley
Sneider, E. G.	Hoquiam
Snohomish & Skagit River Nav. Co.	Everett
Soule Tug & Barge Co.	Hoquiam
Sparling, Geo. W.	Hoquiam
Spencer, Arthur H.	City Dock, Everett
Spoon, Henry	Aberdeen
Standard Towboat Co.	Raymond
Stanley, James	Tacoma
Star Steamship Co.	410 Pioneer Bldg., Seattle
Stevens, W. W.	4315 W. Atlantic St., Seattle
Still Harbor & Tacoma S. S. Co.	Long Branch
Stokes, F. H.	Olympia
Storr, B. E.	Port Angeles
Strange, W. H. (Ferry)	Almota
Tacoma & Burton Navigation Co.	3916 N. 32d St., Tacoma
Swift, Ed. (Ferry)	Penawawa
Tacoma-Bremerton Nav. Co.	Tacoma
Tacoma Tug & Barge Co.	N. P. Dock, Tacoma
Tacoma Tugboat Co.	Municipal Dock, Tacoma
Taylor, J. A.	Anacortes
Taylor, E. B.	New Kamilche
Thompson, Harry D.	Hoquiam
Thuesen, Mads	Silverdale
Thurber, Fred W.	Hoquiam
Tollaksen, M. E.	1959 11th Ave. W., Seattle
Tom Moore Boom Co.	Ballard
Tompkins, H. E.	Bremerton

Name	Address
Towboat Owners' Association	Seattle
Townsend Launch & Ferry Co.	Port Townsend
Trafton, W. G.	Anacortes
Transit Towboat Company	South Bend
Tregoning Boat Co.	Ballard
Tucker, O. R.	2039 E. 36th St., Tacoma
Tululip Transportation Co.	City Dock, Everett
Upper Columbia Steamship Co.	Bridgeport
Van Slyke, L. H.	Beverly
Vashon Navigation Co.	Dockton
Vogelbaum & Olsen	4113 So. J St., Tacoma
Vollans, B. H.	Everett
Wallace Tug Boat & Transportation Co.	Tacoma
Wallula Gap Ferry	Wallula
Walton, Albert W.	Seabeck
Ward, H. W.	Tacoma
Washington Route	Galbraith Dock, Seattle
Washington Gas Boat Association	Seattle
Washington Tug & Barge Co.	Colman Dock, Seattle
Waterman, C. W., Towing Co.	Seattle
West Pass Transportation Co.	Lisabuela
Weber, J. C.	Sixth Ave. Sta., Tacoma
Wegener & Judges	1107 A St., Tacoma
Welch, J. B.	New Kamlche
West Side Barge Co.	210 Lowman Bldg., Seattle
Western Transportation & Towing Co.	736 Pittock Bldg., Portland, Ore.
Weston, A. J.	Olympia
Whidby Island Sand & Gravel Co.	Bellingham
Wick Towing Co.	Seattle
Willapa Transportation Co.	South Bend
Wilson Navigation Co.	Aberdeen
Wishkah Boom Co.	Aberdeen
Wood, Chas. A.	Anacortes
Yeomans Boom Co.	Pe Ell

RAILROADS (Steam).

Name of Company	Principal Office in State
Bellingham & Northern Ry.	See C., M. & St. P. Ry. Co.
Blakely Railroad Co.	Seattle
Camas Prairie Railroad Co.	See O.-W. R. & N. Co.
Canadian Pacific Railway	Seattle
Centralia Eastern Railway	Tacoma
Chicago, Milwaukee & St. Paul Ry. Co.	Seattle
Clear Lake Logging Co.	Clear Lake
Cowlitz, Chehalls & Cascade Ry.	Seattle
Elk Creek & Grays Harbor Railway	Doty
Great Northern Railway Co.	Seattle
Hall & Hall Railway Co.	Stanwood
Hartford Eastern Railway	Everett
Klickitat Northern Railroad Co.	Klickitat

Name of Company	Principal Office in State
Little River Ry. & Logging Co.	Port Angeles
Marysville & Arlington Ry.	Seattle
Milwaukee Terminal Railway	See C., M. & St. P. Ry. Co.
Newaukum Valley Railway	Onalaska
North Bend & Eastern Railway.....	Edgewick
Northern Pacific Railway Co.	Tacoma
Oregon-Washington R. R. & Nav. Co.	Portland, Ore.
Oregon Trunk Railway	Portland
Pacific Coast Railroad Co.	Seattle
Pe Ell & Columbia River Railway.....	Pe Ell
Peninsular Railway	Shelton
Port Townsend & Puget Sound Railway	Seattle
Puget Sound & Baker River Railway.....	Everett
Puget Sound & Cascade Railway	Clear Lake
Puget Sound & Willapa Harbor Ry. Co.	Seattle
Seattle, Port Angeles & Western Ry.	Seattle
Spokane & British Columbia Railway	Republic
Skookum Ry. & Logging Co.	Tenino
Spokane International Railway	Spokane
Spokane, Portland & Seattle Railway Co.	Portland, Ore.
Spokane Valley & Northern Ry.	Valley
Star Logging Co.	Globe
Tacoma Eastern Railway	See C., M. & St. P. Ry. Co.
Thurston County Railway	Olympia
Washington, Idaho & Montana Ry.	Potlatch, Idaho
Washington Western Railway	Three Lakes
Waterville Railway	Waterville

RAILWAYS (Electric).

Name of Company	Address
Everett Railway, Light & Water Co.	See P. S. T., L. & P. Co.
Grays Harbor Railway & Light Co.	Aberdeen
Lewiston-Clarkston Transit Co.	Clarkston
Loyal Railway Co.	Seattle
North Coast Power Co.	Portland, Ore.
Olympia Light & Power Co.	Olympia
Pacific Northwest Traction Co.	See P. S. T., L. & P. Co.
Pacific Traction Co.	See P. S. T., L. & P. Co.
Puget Sound Electric Railway	See P. S. T., L. & P. Co.
Puget Sound International Ry. & Power Co.	See P. S. T., L. & P. Co.
Puget Sound Traction, Light & Power Co.	Seattle
Seattle & Rainier Valley Ry.	Seattle
Spokane & Inland Empire Railway	Spokane
Tacoma Railway & Power Co.	See P. S. T., L. & P. Co.
Walla Walla Valley Railway Co.	Walla Walla
Washington Water Power Co.	Spokane
Western Washington Power Co.	See P. S. T., L. & P. Co.
Willapa Electric Co.	Raymond
Yakima Valley Transportation Co.	North Yakima

EXPRESS COMPANIES.

These five companies merged July 1, 1918, into the American Railway Express Company and taken under federal control by order of president, November 18, 1918:

Name of Company	Line Operating On
American Express Co.	O.-W. R. & N. Co.
Great Northern Express Co.	G. N. Ry. Co.
Northern Express Co.	N. P. Ry. Co.
Wells Fargo Express Co.	C., M. & St. P. Ry. Co.
Western Express Co.	S. I. Ry.

TELEGRAPH COMPANIES.

Name of Company	Principal Office in State
Continental Telegraph Co.	Seattle
Federal Telegraph Co.	Seattle
Pacific Telephone & Telegraph Co.	Seattle
Postal Telegraph Cable Co.	Seattle
Western Union Telegraph Co.	Seattle
Great Northern Telegraph Co.	St. Paul, Minn.
Spokane International Ry. Co.	Spokane

LIST OF LOGGING RAILROADS IN WASHINGTON.

Name of Company	Address
Addison Hill Lumber Co.	Henry Bldg., Seattle
Admiralty Logging Co.	208 Walker Bldg., Seattle
Alger Logging Co.	Sherlock Bldg., Portland
Allen & Nelson Mill Co.	Henry Bldg., Seattle
Anderson, A. J.	Arlington
Anderson Middleton Timber Co.	Aberdeen
Bale Logging Co.	Hoquiam
Bartlett Mill Co.	Snohomish, R. F. D. No. 4
Beck Bros. Logging Co.	Quilcene
Betchard, Frank	Roy
Black Lake Mill Co.	Tumwater
Bloedel Donovan Lumber Mills	Bellingham
Bolcom Vanderhoof Logging Co.	Ballard Sta., Seattle
Brew Logging Co.	Puyallup
Brinnon Logging Co.	Brinnon
Brix Bros. Logging Co.	Knappton
Butler Lumber Co.	Bow
Cabin Creek Lumber Co.	Easton
Campbell Lumber Co.	44 Colman Bldg., Seattle
Cavanaugh Timber Co.	Lake Stevens
Cedar Lake Logging Co.	827 Henry Bldg., Seattle
Cherry Valley Timber Co.	Wisconsin Bldg., Everett
Chippewa Lumber Co.	Box 105, Seattle
C. H. Clemons	Montesano

Name of Company	Address
Clarke County Timber Co.	Portland
Clear Lake Lumber Co.	Clear Lake
Climax Shingle Co.	Ferndale
Clipper Shingle Co.	Clipper
Clover Creek Lumber Co.	Tacoma
Coal Creek Lumber Co.	Chehalis
Coats Fordney Logging Co.	Aberdeen
Columbia River Timber and Logging Co.	Tenino
Copalis Lumber Co.	Copalis
Cathlamet Timber Co.	Cathlamet
Day Lumber Co.	Big Lake
Deep River Logging Co.	Deep River
Deer Park Lumber Co.	Deer Park
Defiance Lumber Co.	Tacoma
Dempsey Lumber Co.	Hamilton
Donovan, J. J.	Bellingham
Doty Lumber & Shingle Co.	Doty
Du Bois Lumber Co.	Vancouver
Dungeness Logging Co.	625 Empire Bldg., Seattle
Eastern Ry. and Lumber Co.	Centralia
Eatonville Lumber Co.	Eatonville
Ebey Logging Co.	Henry Bldg., Seattle
Elbe Lumber & Shingle Co.	Elbe
Edwards & Bradford Lumber Co.	Elke
Elk Creek & Grays Harbor Ry.	Doty
Emery Nelson, Inc.	Napavine
Eufaula Co.	Kelso
English Lumber Co.	Mt. Vernon, R. F. D. No. 5
Erickson Construction Co.	25 Down Bldg., Seattle
Erickson, Louis and Peter Johnson.	Monroe
Etna Logging Co.	Vancouver
Everett Lumber Co.	Bothell
Fillion Mill and Lumber Co.	Port Angeles
Finstead, Geo.	care Balcom Vanderhoof, Seattle
Fir Tree Lumber Co.	Tumwater
Florence Logging Co.	Silvana
Fredson Bros. Logging Co.	Shelton
Globe Lumber Co.	Globe
Goodyear Logging Co.	Clallam
Gold Bar Lumber Co.	Gold Bar
Goshen Lumber Co.	Goshen
Great Northern Lumber Co.	Leavenworth
Green Creek Logging Co.	care Raymond Lumber Co., Raymond
Haggstrom & Seablom	Deming
Hall & Hall Ry. Co.	Stanwood
Hammond Lumber Co.	Astoria, Ore.
Hanson Bros.	Everson
H. B. & A. Logging Co.	312 Corbett Bldg., Portland
Hewitt Lea Lumber Co.	612 Mutual Life Bldg., Seattle

Name of Company	Address
Hill Logging Co.	Box 103, Littell
Houghton L. Logging Co.	Alaska Bldg., Seattle
Index Galena Co.	Index
Inman Poulsen Logging Co.	Mt. Solo, Ore.
Interlake Logging Co.	R. F. D. No. 2, Renton
J. K. Lumber Co.	Hamilton Creek
Joe Creek Logging Co.	Aloha
Johnson Deam Lumber Co.	Granite Falls
Kent Lumber Co.	1017 White Bldg., Seattle
Krum, J. T.	Orillia
Lake Riley Shingle Co.	Hazel
Lebam Mill & Timber Co.	Lebam
Lincoln Creek Lumber Co.	Centralla
Lindstrom Handforth Lumber Co.	617-18 Savage Scofield, Tacoma
Luedinghaus Bros.	Dryad
Lyman Timber Co.	Lake Stevens
Lytle Logging Co.	Hoquiam
Mack Logging and Timber Co.	Redondo
Malmberg Bros.	Marysville
Manley Moore Lumber Co.	519 Bankers Trust Bldg., Tacoma
Martin H. H. Lumber Co.	Centralla
Marysville & Arlington Ry. Co.	Seattle
Marysville & Northern Ry. Co.	care Stimson Mill Co.
Mason County Logging Co.	Bordeaux
Maytown Lumber Co.	Rochester
McCormick Lumber Co.	Walville
McCoy Logging Timber Co.	Prairie
McCleary Timber Co.	McCleary
McNelly, A. G.	Winlock
McKenna Lumber Co.	McKenna
Merrill & Ring Logging Co.	White Bldg., Seattle
Meskill Lumber Co.	Meskill
Mineral Lake Logging Co.	822 Tacoma Bldg., Tacoma
Minneapolis Logging Co.	Gardner
Morgan Lumber Co.	Nagrom
Multnomah Lumber & Box Co.	Portland
Murphy Timber Co.	Yacolt
Mutual Lumber Co.	Tenino
May Valley Logging Co.	Renton
Nelson Neal Lumber Co.	Montborne
Nettleton Bruce-Eschbach	American Bank Bldg., Seattle
Nettleton Bruce Logging Co.	South Prairie
Neukerchen Bros., Inc.	Issaquah
N. & M. Lumber Co.	Rochester
North Bank Logging Co.	312 Corbett Bldg., Portland
North Bend & Eastern Ry.	North Bend
North Fork Logging Co.	Ariel
Northern Coast Timber Co.	Tacoma Bldg., Tacoma
Northwest Timber Co.	White Bldg., Seattle

Name of Company	Address
O'Connell, M. T., Lumber Co.	Winlock
Ostrander Ry. & Timber Co.	Ostrander
Pacific National Logging Co.	Bowes Bldg., Tacoma
Pacific States Lumber Co.	Tacoma Bldg., Tacoma
Page Lumber Co.	Buckley
Parker Pell Lumber Co.	Pilchuck
Pe Ell & Columbia River R. R.	Pe Ell
Peninsular Railroad Co.	Shelton
Peterson, Robt.	Hollywood
Perry, A. P., Lumber Co.	McIntosh
Phoenix Logging Co.	Potlatch
Phoenix Lumber Co.	Spokane
Polson Logging Co.	Hoquiam
Port Blakely Mill Co.	Port Blakely
Port Crescent Shingle Co.	Port Angeles
Portland Lumber Co.	Portland, Ore.
Powell Pool Logging Co.	1507 Pacific Ave., Tacoma
Preston Mill Co.	Preston
Puget Sound Mills & Timber Co.	Port Angeles
Puget Sound & Baker River R. R. Co.	Burlington
Puget Sound & Cascade Ry.	Henry Bldg., Seattle
Quinault Lumber Co.	Raymond
Rajotte, Fobert & Winters	Olympia
Rex Logging Co., Inc.	1811 Summit Ave., Des Moines
Snow Creek Logging Co.	Seattle
Saginaw Timber Co.	Aberdeen
Samish Bay Logging Co.	723 14th, Bellingham
Schaefer Bros. Logging Co., Inc.	Satsop
Shelton Logging Co.	Shelton
Silver Lake Railway and Timber Co.	Ostrander
Simson Logging Co.	Shelton
Skagit Mill Co.	Lyman
Slade Wells Logging Co.	Aberdeen
Snohomish Logging Co.	Snohomish
Snoqualmie Falls Lumber Co.	815 White Bldg., Seattle
South Bend Mills & Timber Co.	South Bend
Stevens Bird Lumber & Logging Co.	Monroe
Stillwater Lumber Co.	Little Falls
Stimson Mill Co.	1710 Hoge Bldg., Seattle
St. Paul & Tacoma Lumber Co.	Tacoma
Sultan Railway and Lumber Co.	Everett
Three Lakes Lumber Co.	Three Lakes
Thurston County Railway Co.	Olympia
Tidewater Logging Co.	Tacoma
Trap Creek Logging Co.	Holcomb
Turvey Bros.	Tenino
Union Lumber Co.	Union Mills
Upper Sound Logging Co.	Vaughn
Vance Lumber Co.	Elma

Name of Company	Address
Vaness, J. A., Lumber Co.	Winlock
Vaughn & Winding	Grays Harbor
Wagner & Wilson	Monroe
Waite Mill & Timber Co.	Seattle
Walville Lumber Co.	Walville
Westerberg & Co.	Deming
Western Pine Lumber Co.	Klickitat
Wheeler Reese Lumber Co.	Berlin Bldg., Tacoma
White Pine Cedar Co.	Blueslide
White River Lumber Co.	Enumclaw
White Star Lumber Co.	Elma
Wilson Bros. & Co.	Aberdeen
Wind River Lumber Co.	Cascade Locks, Ore.
Winslow Lumber Co.	Orin
Wisconsin Logging & Timber Co.	Portland
Wood & Iverson	Snohomish
Wynooche Timber Co., Inc.	Hoquiam

FINANCIAL STATEMENT—Continued.

GRAIN DEPARTMENT	Disbursements Dec. 1, 1916, to March 31, 1917, 1916 Ap- propriation	Disbursements April 1, 1917, to Nov. 30, 1917, 1917 Ap- propriation	Total Disbursements Dec. 1, 1916, to Nov. 30, 1917	Disbursements Dec. 1, 1917, to Nov. 30, 1918, 1917 Ap- propriation	Total 1917 Biennium Appropriation	Undisbursed Balance of 1917 Biennium Appropriation
Chief grain inspector, salary.....	\$906 88	\$1,333 32	\$2,000 00	\$2,000 00	\$4,000 00	\$906 88
..... salary.....	400 00	1,000 00	1,400 00	1,500 00	3,000 00	500 00
Tacoma), salary.....	500 00	1,000 00	1,500 00	1,500 00	3,000 00	500 00
Seattle), salary.....	.....	1,000 00	1,000 00	1,500 00	3,000 00	500 00
.....	394 74	1,123 36	1,424 10	370 84	1,500 00	.....
..... of grain inspector	11,942 16	20,849 35	32,791 50	26,897 40	30,000 00	\$1,790 72
.....	405 18	271 00	766 17	796 76	.....	.....
.....	123 55	240 52	364 07	379 73	.....	.....
.....	203 71	190 10	402 81	387 40	.....	.....
.....	130 61	250 28	380 89	356 23	.....	.....
.....	302 23	250 00	552 23	423 97	.....	.....
..... es.....	1,040 38	2,305 40	3,405 78	3,539 25	.....	.....
.....	436 28	287 72	714 10	286 08	.....	.....
.....	500 00*	500 00	500 00	.....	.....	.....
..... expenses, grain department	\$16,025 76	\$30,686 14	\$46,711 90	\$39,526 45	\$104,500 00	\$33,887 40
Total appropriations and expenses, general office.....	24,641 05	56,144 88	80,785 93	94,919 05	194,500 00	\$33,236 07
GRAND TOTAL.....	\$40,666 81	\$86,831 02	\$127,497 83	\$134,545 51	\$298,500 00	\$67,123 47
Receipts from furnishing transcripts, tariffs, etc.....	\$23 00	\$102 25	\$125 25	\$130 73	.....	.....
Receipts from testing track scales.....	420 00	1,400 00	1,820 00	2,800 00	.....	.....

* Denotes red.

FINANCIAL STATEMENT OF THE PUBLIC SERVICE COMMISSION, NOVEMBER 30, 1918.

	Disbursements Dec. 1, 1916, to March 31, 1917, 1916 Ap- propriation	Disbursements April 1, 1917, to Nov. 30, 1917, 1917 Ap- propriation	Total Disbursements Dec. 1, 1916, to Nov. 30, 1917	Disbursements Dec. 1, 1917, to Nov. 30, 1918, 1917 Ap- propriation	Total 1917 Biennium Appropriation	Undisbursed Balance of 1917 Biennium Appropriation
COMMISSIONER'S SALARY.						
Rate expert, salary.....	\$5,000 04	\$9,000 96	\$15,000 00	\$15,000 00	\$30,000 00	\$5,000 04
Y.....	1,000 00	2,000 00	3,000 00	2,305 83	5,000 00	1,694 17
	375 00	1,000 00	1,375 00	1,330 00	3,000 00	770 00
	1,200 00	2,400 00	3,600 00	2,850 00	7,200 00	1,050 00
	300 00	480 37	780 37	580 00	2,400 00	1,033 63
	400 00	330 00	1,220 00	440 00	2,400 00	1,130 00
	600 00	1,333 33	2,000 00	2,000 00	4,000 00	600 00
	600 00	1,200 00	1,800 00	1,575 00	3,600 00	825 00
	1,000 00	2,000 00	3,000 00	3,000 00	6,000 00	1,000 00
salary.....	500 00	1,000 00	2,400 00	2,400 00	4,800 00	800 00
etc.....	2,117 19	15,289 14	2,117 19	33,633 17	59,900 00	11,928 00
see.....			15,289 14		44,700 00	5,841 83
Other salaries.						
	4,106 83		4,106 83			
	1,020 07	2,407 07	3,427 24	6,146 24		
	1,323 10	4,310 36	5,633 36	8,307 59		
	153 23	287 47	443 76	333 59		
	242 80	564 43	807 23	1,313 21		
	305 00	459 31	764 31	1,063 03		
		797 70	797 70	2,723 45		
Other miscellaneous expenses.						
	854 56	1,371 76	2,766 32	6,143 27		
	587 50		587 50			
		2,300 00	2,300 00			
etc.....		504 00	504 00	309 12	1,500 00	536 23
1917.....		4,613 49	4,613 49	4,139 51	8,800 00	
	1,321 00		1,321 00			
	236 79		236 79			
	27 15		27 15			
	247 81		247 81			
	29 26		29 26			
	3 50		3 50			
	91 50		91 50			
Total appropriations and expenses, general office.	\$24,641 03	\$66,144 85	\$90,785 98	\$94,919 05	\$184,300 00	\$39,236 67

FINANCIAL STATEMENT—Continued.

GRAIN DEPARTMENT	Disbursements Dec. 1, 1916, to March 31, 1917, 1916 Ap- propriation	Disbursements April 1, 1917, to Nov. 30, 1917, 1917 Ap- propriation	Total Disbursements Dec. 1, 1916, to Nov. 30, 1917	Disbursements Dec. 1, 1917, to Nov. 30, 1918, 1917 Ap- propriation	Total 1917 Biennium Appropriation	Undisbursed Balance of 1917 Biennium Appropriation
Chief grain inspector, salary	\$906 08	\$1,333 33	\$2,000 00	\$2,000 00	\$4,000 00	\$906 08
Chief clerk to grain inspector, salary	400 00	1,000 00	1,400 00	1,500 00	3,000 00	500 00
Chief deputy grain inspector (Tacoma), salary	500 00	1,000 00	1,500 00	1,500 00	3,000 00	500 00
Chief deputy grain inspector (Seattle), salary .....	.....	1,000 00	1,000 00	1,500 00	3,000 00	500 00
Printing of grain inspector.	294 74	1,129 38	1,424 10	379 64	1,500 00	.....
All other salaries and expenses of grain inspector .....	.....	.....	.....	.....	90,000 00	\$1,720 73
Other salaries	11,042 15	30,849 35	32,791 50	26,597 40	.....	.....
Transportation	495 18	271 09	766 27	795 75	.....	.....
.....	123 05	240 52	364 17	379 73	.....	.....
.....	203 71	199 10	402 81	387 40	.....	.....
.....	130 61	250 28	380 89	355 23	.....	.....
.....	302 25	260 00	562 25	423 97	.....	.....
.....	1,040 38	2,325 40	3,405 78	3,529 25	.....	.....
Furniture and fixtures	426 35	287 72	714 10	235 05	.....	.....
Revolving fund	500 00*	500 00	500 00	.....	.....	.....
Total appropriations and expenses, grain department	\$16,025 75	\$30,685 14	\$46,711 00	\$32,925 45	\$104,500 00	\$33,857 40
Total appropriations and expenses, general office	24,641 05	55,144 88	80,785 93	94,919 05	194,300 00	\$3,926 07
GRAND TOTAL	\$40,666 81	\$86,831 02	\$127,497 93	\$134,845 51	\$298,800 00	\$67,123 47
Receipts from furnishing transcripts, tariffs, etc	\$28 00	\$102 25	\$130 25	\$120 73	.....	.....
Receipts from testing track scales	420 00	1,409 00	1,829 00	2,300 00

* Denotes red

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